

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

U.S. ANESTHESIA PARTNERS, INC., et al.,

Defendants.

Case No.: 4:23-CV-03560-KH

**Reply in Support of Plaintiff Federal Trade Commission's
Motion for Entry of Protective Order**

USAP's response merely confirms that Ki'jhana Friday should not have access to Highly Confidential Material in this litigation. Despite USAP's semantics about what Ms. Friday's job "regularly" or "primarily" involves, ECF No. 147 ("Resp.") 4, her declaration confirms she advises USAP's leadership, oversees all of its corporate litigation, and leads the enforcement of employment agreements it uses to stymy competitors. These responsibilities involve competitive decision making, and they create a substantial risk that Ms. Friday will inadvertently disclose the sensitive information of USAP's competitors and counterparties. Avoiding that risk by limiting Ms. Friday's access to Confidential Information will not prejudice USAP, which can still rely on her and its outside counsel to defend this litigation. The Court should grant the FTC's motion.

I. USAP admits Ms. Friday is involved in USAP's competitive decision making.

The FTC has no reason to doubt the sincerity of Ms. Friday's "sworn insistence" to abide by the protective order, Resp. 5, but that is not the relevant inquiry. Instead, as USAP recognizes (Resp. 2-3), Ms. Friday's access hinges on whether her role is likely to result in the *inadvertent* disclosure of the Highly Confidential Materials from USAP's competitors, and the hospitals and insurance companies with which USAP contracts. And USAP's response underscores that Ms. Friday's role in competitive decision making at USAP presents an unacceptably high risk of inadvertent disclosure.

First, Ms. Friday has confirmed that she advises USAP's board and executives on a routine basis, which presents unavoidable opportunities for inadvertent disclosure. *See* Friday Decl. ¶ 4; ECF No. 145 ("FTC Mem.") 4. USAP attempts to downplay the risk by asserting that Ms. Friday is not the "competitive decisionmaker." Resp. 5, 7 (emphasis added). But the test "is not strictly limited to decision-making responsibility; it more broadly encompasses a lawyer's 'activities, association, and relationship' with a client and its competitive decision-making

activities.” *FTC v. Sysco Corp.*, 83 F. Supp. 3d 1, 3-4 (D.D.C. 2015) (citation omitted). Because Ms. Friday “regularly participate[s] in meetings of corporate leadership at which competitive decisions are at least discussed,” the risk of inadvertently disclosing Highly Confidential Materials warrants denying her access to such information. *Cf. FTC v. Peabody Energy Corp.*, No. 4:20-cv-00317-SEP, 2020 WL 1557168, at *7 (E.D. Mo. Apr. 1, 2020).

Second, Ms. Friday “oversees all corporate litigation,” including against likely nonparties in this litigation. FTC Mem. 4; Friday Decl. ¶¶ 4-5. Courts in other government antitrust cases have denied sensitive information access to in-house counsel who “oversee[] all litigation matters.” *See United States v. Aetna Inc.*, No. 1:16-cv-01494 (JDB), 2016 WL 8738420, at *7-8 (D.D.C. Sept. 5, 2016).¹ Here, there is specific reason to believe Ms. Friday’s responsibilities will result in inadvertent disclosure. As Ms. Friday describes, Friday Decl. ¶ 6, her portfolio has included litigation against insurers like UnitedHealthcare, which USAP has sued or arbitrated against at least four other times in the last few years alone. FTC Mem. 5. Allowing her access to insurers’ (and other nonparties’) Highly Confidential information in this case thus presents a significant risk of disclosure in other USAP litigations involving the same companies.

Third, even what Ms. Friday calls her “primar[y]” role—employment law—implicates her in competitive decision making. Friday Decl. ¶ 5; *see* FTC Mem. 5. The employment agreements Ms. Friday “craft[s],” Friday Decl. ¶ 4, routinely include non-compete clauses that USAP uses to “prevent physicians from splitting off” and to “prevent rivals from gaining scale.” Compl. ¶ 301. Ms. Friday helps to enforce those agreements. *See* Friday Decl. ¶¶ 4-5. For example, she tried to prevent physicians acquired through USAP’s anticompetitive purchase of

¹ USAP tries to distinguish *Aetna*, pointing out that the court there denied access to an in-house litigator who was also “involved in strategic discussions regarding negotiations.” Resp. 7 (quoting 2016 WL 8738420, at *7). But the *Aetna* court suggested that supervising other litigation against nonparties was, on its own, reason to deny a counsel access; indeed, it denied access to two other in-house counsel on those grounds. *See* 2016 WL 8738420, at *7-8.

Star Anesthesia from working for what USAP itself described as “one of [its] major competitors.”² USAP is likely to subpoena many of these competitors during this litigation. Ex. F at Ex. A, p. 3 (listing “anesthesia practice groups” as likely subjects of discovery by USAP). Granting Ms. Friday access to their Highly Confidential Materials—including their business strategy, hiring decisions, and relationships with hospitals—will put her in the “untenable position” of having to “refuse [USAP] legal advice” on matters involving those competitors, “lest [s]he improperly or indirectly reveal” their information. *See Brown Bag Software v. Symantec Corp.*, 960 F.2d 1465, 1471 (9th Cir. 1992) (internal quotations omitted).³

II. Limiting Ms. Friday’s access will not impair USAP’s ability to defend itself.

USAP’s claims of prejudice are overblown for three reasons. *See* Resp. 8-9.

First, USAP fails to address the authority in the FTC’s motion rejecting the notion that in-house access is necessary to defend this action. FTC Mem. 6-7.⁴ USAP’s experienced outside antitrust counsel will have full access to all materials produced in discovery. Just because Ms. Friday is USAP’s in-house counsel who purportedly participates the least in competitive decision making does not entitle her to access sensitive information. *See* Resp. 9. If none of USAP’s in-house counsel can see Highly Confidential Materials, that result is hardly uncommon. *See Brown Bag*, 960 F.2d at 1469, 1471 (affirming denial of access for a party’s “sole legal advisor” who had replaced its outside counsel as the attorney of record); *U.S. Steel Corp. v. United States*,

² *See* Am. Pet. ¶¶ 13, 30-31, 38, *U.S. Anesthesia Partners of Texas, P.A. v. Conlin et al.* (DC-22-15482) (Tex. Dist. Ct. Dallas Cty., Aug. 22, 2023) (attached as Exhibit E); *see, e.g., id.* Ex. B Sch. 9 (non-compete agreement); *see id.* Ex. H (letter from Ms. Friday).

³ Ms. Friday’s role thus goes beyond the mere supervisory role played by in-house counsel in cases cited by USAP. *See Merial Ltd. v. Virbac SA*, No. 4:10-cv-181-Y, 2010 WL 11534378, at *5 (N.D. Tex. June 10, 2010 (“primarily administrative”); *TiVo Inc v. Verizon Commc’ns, Inc.*, No. 2:09-cv-257, 2010 WL 9430466, at *3 (E.D. Tex. June 15, 2010) (“supervisory role”).

⁴ Although USAP gestures at the Fourteenth Amendment (Resp. 8), “[t]he right to counsel does not, however, entail absolute freedom of choice. . . . [Counsel]’s employment must not entail disclosure of confidential information. The choice is never completely unfettered.” *McCuin v. Tex. Power & Light Co.*, 714 F.2d 1255, 1262 (5th Cir. 1983).

730 F.2d 1465, 1468 (Fed. Cir. 1984) (“[I]t may well be that a party seeking access should be forced to retain outside counsel or be denied the access recognized as needed.”); FTC Mem. 3 & n.1. Indeed, this District’s model protective order for patent matters, upon which USAP attempts to rely, grants Highly Confidential access to one in-house counsel only “if agreed by the parties.” *See* Protective Order § 6(C), <https://www.txs.uscourts.gov/sites/txs/files/protectorder.pdf> (last visited May 17, 2024).

Second, USAP does not explain how, as a lawyer who focuses on matters of “state employment law,” Ms. Friday is essential to help USAP defend this federal antitrust litigation. *See* Friday Decl. ¶ 4. This is not like the cases USAP cites, where in-house counsel must have the full picture to provide specialized knowledge on topics such as computer technology or patent prosecution.⁵ *See* *FTC v. Advoc. Health Care Network*, 162 F. Supp. 3d 666, 672 (N.D. Ill. 2016) (distinguishing patent cases, which require access for “in-house attorneys who were intimately familiar” with the subject matter). Apart from “very general, boilerplate language regarding attorneys needing to share facts with their clients,” USAP fails to specify any reason why Ms. Friday needs access to Highly Confidential Materials—particularly from nonparties. *Id.* at 671.

Third, Ms. Friday can still assist USAP’s outside counsel using Confidential Materials, non-designated materials, and most importantly, USAP’s own materials. *See* FTC Mem. 7. This will allow her to provide the same “expertise and institutional knowledge” she did during the FTC’s investigation, *see* Resp. 9, when she could access only USAP’s own materials. The Highly Confidential Materials from which she would remain restricted in this case are a specific,

⁵ *Compare United States v. Sungard Data Sys., Inc.*, 173 F. Supp. 2d 20, 21, 24 (D.D.C. 2001); *Life Techs. Corp. v. Biosearch Techs., Inc.*, No. 2:09-cv-283-TJW-CE, 2011 WL 1157860, at *2 (E.D. Tex. Mar. 29, 2011).

limited subset of Confidential materials and is presumptively time-limited to the last three years. Revised⁶ Proposed Protective Order § 2(b). Although USAP suggests that nonparties will disobey the protective order and improperly designate large swaths of materials as Highly Confidential, Resp. 9, the Court need not credit such speculation.

CONCLUSION

For the foregoing reasons, the Court should enter the FTC's revised proposed protective order restricting Ms. Friday from accessing Highly Confidential Material.

Dated: May 17, 2024

Respectfully submitted,

/s/ Timothy Kamal-Grayson
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⁶ The FTC's revised proposed protective order makes changes in light of the Court granting Welsh Carson's motion to dismiss. A redline to the FTC's original proposed order (ECF No. 144-1) is attached as Exhibit G.

CERTIFICATE OF SERVICE

I hereby certify that on this day, I caused the Plaintiff Federal Trade Commission's Reply in Support of Motion for Entry of Protective Order, Revised Proposed Protective Order, Second Declaration of Michael Arin and accompanying exhibits to be served on all counsel of record using the ECF system of the United States District Court for the Southern District of Texas.

Dated: May 17, 2024

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[Revised Proposed] Protective Order

Pursuant to Federal Rule of Civil Procedure 26(c), the parties to the above-captioned case (the “Litigation”), through their respective counsel, agree that the terms and conditions of this Protective Order (the “Order”) shall govern the production and handling of all documents, items, or other information exchanged by the parties and/or nonparties in the Litigation including, without limitation, responses to requests for production, interrogatories, requests for admissions, pleadings, exhibits, and deposition or other testimony, regardless of the medium or manner in which any such materials are generated, stored, or maintained. This includes any material produced, filed, or served by any party or nonparty during discovery in this Litigation, or any information included in any such material. The Court finds that good cause exists for entry of a protective order in this Litigation to prevent unauthorized disclosure and use of confidential information during and after the course of the Litigation.

Accordingly, **IT IS HEREBY ORDERED AS FOLLOWS:**

1. **Persons/Entities Covered.** This Order is binding upon all current and future parties to this Litigation, including their respective corporate parents, subsidiaries, affiliates,

successors, or assigns and their respective counsel, agents, representatives, officers, and employees and any others set forth in this Order. This Order shall also apply to any materials produced in discovery in this Litigation by nonparties, and shall apply to parties and non-parties alike, and further provided that this Order does not limit any party or nonparty's rights with respect to its own materials that it produces in discovery in this Litigation. When conducting discovery from nonparties, the parties to this Litigation shall provide notice of the terms of this Order to such nonparties by providing a copy of this Order with the discovery requests.

2. **Designation of Materials.** Any party or nonparty responding to discovery requests or providing materials in connection with this Litigation ("Producing Entity") may designate a document, or all or any part of a discovery response, deposition, or other material as Confidential Material or Highly Confidential Material (defined below) based on a good-faith belief that such materials qualify for that designation under the terms of this Order:

(a) "Confidential Material" shall mean (i) any information, testimony, or tangible thing produced during discovery that reveals a trade secret; confidential research, analysis, development or commercial information, which is maintained as confidential and has not been released into the public domain (unless through unauthorized disclosure), in accordance with Federal Rule of Civil Procedure 26(c); (ii) personal information that is protected from disclosure by statute, regulation, or is otherwise entitled to protection from public disclosure; and (iii) any other information for which a good faith claim of need of protection can be made under the Federal Rules of Civil Procedure and/or applicable law.

(b) "Highly Confidential Material" shall mean any Confidential Material that, if disclosed, is likely to cause significant competitive or commercial harm. By way of example only, Highly Confidential Material may include: trade secrets; highly sensitive and non-public

research or analysis; competitively sensitive customer information; non-public financial, marketing, or strategic business planning information not more than three (3) years old; current or future non-public pricing information relating to research, development, testing of, or plans for existing or proposed future products, or services; information relating to the processes, apparatus, or analytical techniques used by a party or nonparty in its present or proposed commercial production of such products or services; confidential contractual terms, proposed contractual terms, or negotiating positions (including internal deliberations about negotiating positions) taken with respect to U.S. Anesthesia Partners or competitors to U.S. Anesthesia Partners; personnel files; and communications that disclose any Highly Confidential Material. Material that is more than three (3) years old is presumptively not entitled to protection as Highly Confidential Material; provided, that such material may be considered Highly Confidential Material if it discloses current business practices. Nothing in the foregoing description of “Highly Confidential Material” (and, in particular, the fact that financial information less than three (3) years old is generally considered to be “Highly Confidential Material”) is intended to foreclose any party from arguing that specific pricing information that may be less than three (3) years old is neither Confidential Material nor Highly Confidential Material.

(c) The parties to this Litigation and third parties desire to ensure the privacy of patient records and other information that the parties have determined might contain Confidential Health Information (“CHI”) and agree that a Producing Entity may designate CHI as Confidential Material at a minimum and, as such, subject to the terms of this Order. The parties to this Litigation and third parties also seek to ensure that any person who receives and stores CHI in connection with this proceeding will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the privacy, integrity,

and confidentiality of any CHI and to prevent unpermitted use or disclosure of any confidential health information they may receive from any person in connection with this proceeding. CHI will be securely returned or destroyed pursuant to the provisions of this Order. As used in this Order, “Confidential Health Information” or “CHI” shall mean any patient health information protected by any state or federal law, including but not limited to “Protected Health Information” or “PHI” as set forth in 45 C.F.R. § 160.103.

(d) Confidential and Highly Confidential Material, respectively, shall include:

(i) all copies, extracts, and complete or partial summaries prepared from such Confidential or Highly Confidential Material; (ii) portions of deposition transcripts and exhibits thereto that contain or summarize the content of any such Confidential or Highly Confidential Material; (iii) portions of briefs, memoranda, or any other writings filed with the Court and exhibits thereto that contain or summarize the content of any such Confidential or Highly Confidential Material; (iv) written discovery responses and answers that contain or summarize the content of any such Confidential or Highly Confidential material; and (v) deposition testimony designated in accordance with paragraph 2(g) below.

(e) Information designated as Confidential or Highly Confidential Material shall be considered “trade secrets and commercial or financial information” that is “privileged or confidential” under 5 U.S.C. § 552(b)(4) for the purpose of the Freedom of Information Act.

(f) Any document produced by a Producing Entity in this Litigation may be designated as Confidential Material by marking it “CONFIDENTIAL” on the face of the document at the time of production. Any document produced by a Producing Entity in this Litigation may be designated as Highly Confidential Material by marking it “HIGHLY CONFIDENTIAL” on the face of the document at the time of production. A Producing Entity

may also designate electronic documents and other non-paper media as Confidential or Highly Confidential Material, as appropriate, by (i) noting such designation in an accompanying cover letter; (ii) affixing the confidentiality designation to the material or its container, including the appropriate confidentiality designation in the load file provided with the electronic production; (iii) including the appropriate confidentiality designation in the name of the file(s) provided with the electronic production; or (iv) using any other means that reasonably notifies the party in receipt of the material (the “Receiving Party”) of the designation.

(g) Testimony provided in this Litigation may be designated as Confidential Material or as Highly Confidential Material if the testimony concerns or relates to the designating party’s or nonparty’s Confidential or Highly Confidential Material. The party or nonparty desiring to designate any portion of testimony as Confidential or Highly Confidential Material shall do so by so stating orally on the record on the day that the testimony is being given. Following any such oral designation, the confidential portions of the deposition shall be taken only in the presence of persons entitled to access such information under this Order. A Producing Entity may designate any or all portions of the transcript or video of any deposition (or of any other testimony) as containing Confidential or Highly Confidential Material in accordance with this Order by notifying all other parties in writing within thirty (30) calendar days of the Producing Entity’s receipt of the final transcript that the transcript contains Confidential or Highly Confidential Material and designating the specific pages and/or lines as containing Confidential or Highly Confidential Material. All transcripts and videos of testimony in this Litigation shall be treated as Highly Confidential Material and subject to this Order until thirty (30) calendar days after a final transcript of the deposition (or other testimony) is received by the Producing Entity. Any portion of any deposition testimony that is not designated as

Confidential or Highly Confidential Material in accordance with this paragraph, within thirty (30) calendar days after a final transcript and/or video of the deposition (or other testimony) is received by the Producing Entity shall not be entitled to the protections afforded to Confidential or Highly Confidential Material under this Order.

(h) Any document produced (or material containing or summarizing information from a document produced), as well as all transcripts of any investigational hearings, during the investigation by the Federal Trade Commission (“FTC” or “Commission”) (the “Investigatory Material”) shall be treated as Highly Confidential Material under this Order, notwithstanding any designation or lack thereof on the documents as originally produced, unless either the original source of the document agrees or the Court orders otherwise. Nothing in this Order shall constitute any waiver of any applicable privileges or protections from discovery that may apply to Investigatory Materials pursuant to the FTC’s Rules of Practice or other legal obligation imposed upon the FTC. The confidentiality of Investigatory Material may be challenged under the provisions of paragraph 7.

(i) Notwithstanding any of the foregoing, information shall be deemed non-confidential material under this Order if it is in the public domain, or is already known to a party through proper means and on a nonconfidential basis or is or becomes available to a party from a source rightfully in possession of such information on a nonconfidential basis.

3. **Individuals to Whom Confidential Material May Be Disclosed.** Unless otherwise ordered by the Court or permitted in writing by a Producing Entity, Confidential Material may be used only in connection with this Litigation, and disclosure of Confidential Material may be made only to:

(a) The Court and court personnel, including assistants, clerks, law clerks, and other support staff (this category is referred to as the “Court”).

(b) Outside attorneys for a party who are working on this Litigation and their employed or retained secretaries, paralegals, legal assistants, and support services (including, without limitation, copy services, jury consultants, interpreters, translators, document management services, graphics services, and similar professional services) (this category is referred to as “Outside Attorneys”).

(c) For U.S. Anesthesia Partners, one attorney employed in-house (i) who has executed the agreement annexed hereto as Appendix A, and (ii) who, at the time of signing the agreement annexed as Appendix A and for a period of two (2) years after receipt of Confidential Material, does not participate in or advise on Competitive Decision-Making or litigation or other legal actions involving the Producing Entity of the Confidential Material (this category is referred to as “In-House Counsel”). “Competitive Decision-Making” means decision-making relating to a competitor, or potential competitor, of U.S. Anesthesia Partners, a payor, or a healthcare provider (such as a hospital or ambulatory surgery center), including decisions regarding contracts, marketing, pricing, rates, product or service development or design, service offerings, research and development, mergers or acquisitions, or licensing, acquisition, or enforcement of intellectual property rights.

(d) [intentionally omitted]

(e) FTC personnel, including FTC Commissioners, as well as FTC attorneys, employees, and law clerks who are working on, supervising, or being briefed about this Litigation (this category is referred to as “FTC Personnel”).

(f) Court reporters, court videographers, and similar transcription services and their support staff providing services in court or at depositions for the purpose of assisting the Court in this Litigation (this category is referred to as “Court Reporters”).

(g) Any expert or consultant, including all nonparty personnel and support staff assisting such expert or consultant, but not the entity itself by which such expert or consultant and assisting personnel are employed, who is retained by or for the benefit of any of the parties in this Litigation to assist counsel in this Litigation, and provided that the expert or consultant has executed the agreement annexed hereto as Appendix A (this category is referred to as “Experts”).

(h) Any mediators engaged by the parties or appointed by the Court, and their support staff (this category is referred to as “Mediators”).

(i) Any person who authored or previously received the material. For e-mails, this provision is limited to individuals in the to, from, cc, or bcc fields, and includes any attachments to an e-mail that the person received.

(j) The Producing Entity’s current directors, officers, employees, or outside counsel.

(k) The Producing Entity’s former employees, provided that the party showing the former employee the materials has a good faith reason to believe that the former employee accessed the materials in the ordinary course of business during their employment or worked on issues sufficiently related that such access would have been likely.

(l) To the extent such Confidential Material was produced by a Producing Entity, any person who has been designated as a Rule 30(b)(6) witness by the Producing Entity.

(m) A custodian of records that has or had possession of the material or access in the ordinary course of business to the material.

(n) During the conduct of hearings, witnesses in the Litigation, to whom disclosure is reasonably necessary and who have signed the agreement annexed hereto as Appendix A (this category is referred to as “Witnesses”).

(o) Any other person to whom the Producing Entity consents in writing or by order of the Court.

4. **Individuals to Whom Highly Confidential Material May Be Disclosed.** Unless otherwise ordered by the Court or permitted in writing by the Producing Entity, Highly Confidential Material may be used only in connection with this Litigation, and disclosure of Highly Confidential Material may be made only to the following, as defined in paragraph 3 above:

(a) The Court.

(b) Outside Attorneys.

(c) FTC Personnel.

(d) Court Reporters.

(e) Experts.

(f) Mediators.

(g) Any person who authored or previously received the material. For e-mails, this provision is limited to individuals in the to, from, cc, or bcc fields, and includes any attachments to an e-mail that the person received.

(h) The Producing Entity’s current directors, officers, employees, or outside counsel.

(i) The Producing Entity's former employees, provided that the party showing the former employee the materials has a good faith reason to believe that the former employee accessed the materials in the ordinary course of business during their employment or worked on issues sufficiently related that such access would have been likely.

(j) To the extent such Confidential Material was produced by a Producing Entity, any person who has been designated as a Rule 30(b)(6) witness by the Producing Entity.

(k) A custodian of records that has or had possession of the material or access in the ordinary course of business to the material.

(l) Witnesses.

(m) Any other person to whom the Producing Entity consents in writing or by order of the Court.

5. **Handling of Confidential Material and Highly Confidential Material.** All material designated Confidential or Highly Confidential shall remain in the possession of the attorneys who receive such material through discovery in this Litigation, and they shall not release or disclose the nature, substance, or contents thereof, except that copies of such materials may be made for the use of those assisting the attorneys to whom disclosure may be made under paragraphs 3 and 4 above, including Experts, and copies of such materials may be submitted to the Court under seal as necessary. Persons who have been shown Confidential or Highly Confidential Material pursuant to this Order and have not otherwise obtained or maintained the material in the normal course of business shall not retain copies of that material.

6. **Inadvertent Failure to Designate as to Confidentiality.** Except to the extent provided in paragraph 2(f), in the event that a Producing Entity fails to designate confidential material as Confidential or Highly Confidential, the Receiving Party shall, upon a written request

from the Producing Entity, treat and preserve such information, document, paper, or other thing in accordance with the confidentiality designation that the Producing Entity states should have been affixed to it. The Producing Entity shall re-produce the information, document, paper, or other thing with the appropriate confidentiality designation unless doing so would not be feasible (as, for example, in the case of a final deposition transcript). Each Receiving Party shall replace the incorrectly designated materials with the newly designated materials, destroy the incorrectly designated materials, and treat the materials in accord with their new designation. Except as provided in paragraph 2(f), the inadvertent failure of a party or nonparty to designate material as Confidential or Highly Confidential at the time of production shall not be deemed a waiver of the protections afforded by this Order, either as to specific information in the material or as to any other information relating thereto or on the same or related subject matter. No party shall be deemed to have violated this Order if, prior to notification of any later designation, such material has been disclosed or used in a manner inconsistent with the later designation. If material inadvertently not designated as confidential was filed with a court on the public record or otherwise disclosed before the time of the material's later designation, then the Producing Entity shall be responsible for seeking appropriate relief, including return of the material.

7. **Challenging a Confidentiality Designation.**

(a) A Receiving Party shall not be obligated to challenge the propriety of a Confidential or Highly Confidential designation at the time the designation is made. A Receiving Party may challenge a confidentiality designation at any time or at such time defined and identified in any pre-trial Order or process entered by this Court, and a Receiving Party's failure to have made such a challenge at any previous time, including after acceptance or receipt of

material with a confidentiality designation, shall not be deemed a waiver of the Receiving Party's right to challenge any confidentiality designation.

(b) A Receiving Party seeking to challenge a Confidential or Highly Confidential designation shall give notice in writing of such challenge to counsel for the Producing Entity specifying the document or portion of document or otherwise identifying the materials at issue and setting forth the basis for the Receiving Party's challenge.

(c) Within seven (7) calendar days of receipt of written notice that the Receiving Party objects to the confidentiality designation, counsel for the Producing Entity shall meet and confer with counsel for the Receiving Party to attempt to resolve the challenge.

(d) If the Receiving Party and Producing Entity are unable to resolve the challenge within fourteen (14) calendar days of the notice provided under paragraph 7(b), then the Receiving Party may move the Court for an order removing the challenged material from the restrictions of this Order. Any papers filed in support of or in opposition to this motion shall, to the extent necessary, be filed under seal to preserve the claimed confidentiality of the material at issue. The Producing Entity bears the burden of proof on the issue of the propriety of the challenged confidentiality designation.

(e) Until the parties or the Court resolves a challenge to the designation of Confidential or Highly Confidential Material, the asserted designation shall remain in effect.

8. **Challenging In-House Counsel Access.**

(a) Within seven (7) days after entry of this Order, Defendant must submit to the FTC a written statement that (i) sets forth the full name of the designated In-House Counsel; (ii) describes the In-House Counsel's past, and current, and reasonably foreseeable future primary job duties and responsibilities in sufficient detail to determine if In-House Counsel

participates in or advises on, or may participate in or advise on, any competitive decision-making; and (iii) lists the current litigations or other legal actions in which the In-House Counsel participates or advises on behalf of defendant. Within eight (8) days after entry of this Order, the FTC must provide a copy of this Order and the written statement to all nonparties that produced materials in response to compulsory process during the FTC's investigation. For nonparties that did not produce materials during the FTC's investigation, the party serving a subpoena on that nonparty shall attach a copy of this Order and the written statement to the request.

(b) Defendant may disclose Confidential Material to its designated In-House Counsel unless the defendant receives a written objection from another party or the Producing Entity within (a) eighteen (18) days of entry of this Order (for nonparties that provided documents or information in response to compulsory process from the FTC during its investigation) or (b) fourteen (14) days of receipt of the first request in the form of a subpoena for documents or information. Any such objection must set forth in detail the grounds on which it is based. For the avoidance of doubt, Defendant may not disclose Confidential material to its designated In-House Counsel during the objection period.

(c) If a Defendant receives a timely written objection, it must meet and confer with the objecting party or nonparty to try to resolve the matter by agreement within seven (7) calendar days of the written objection. If no agreement is reached, the objecting party or nonparty must file a motion seeking a ruling from the Court on its objections within seven (7) calendar days of the conference or other date agreed-to by the parties to the dispute. The response to any such motion will be due within seven (7) calendar days.

(d) Until the parties to the dispute or the Court resolves a challenge to the sharing of Confidential Material with a defendant's In-House Counsel, the defendant shall not

share such Confidential Material with its In-House Counsel, nor can the objecting party or nonparty withhold production or provision of documents or information from Defendant's Outside Attorneys or Experts.

9. **Filing Confidential Material and Highly Confidential Material.** No Confidential or Highly Confidential Materials, including, but not limited to, any documents, pleadings, motions, transcripts, or other filings that disclose the contents or substance thereof, shall be filed in the public record of the Litigation unless otherwise ordered by the Court. In filing papers with the Court that contain or make reference to material designated as Confidential or Highly Confidential, the filing party or nonparty will seek leave from the Court to file the Confidential or Highly Confidential Material under temporary seal. Upon or after filing any paper containing Confidential or Highly Confidential Material, the filing party or nonparty shall file on the public record a duplicate copy of the paper that does not reveal the Confidential or Highly Confidential Material. The Producing Entity will have fourteen (14) days to provide a basis for maintaining the record under seal consistent with the public's common-law and First Amendment right of access. Any responses in opposition are due fourteen (14) days after the Producing Entity files its motion. No replies are permitted without leave of court. Nothing in this Order shall restrict the parties or nonparties from challenging the filing or maintenance of any Confidential or Highly Confidential Material under seal.

10. **Use of Confidential Material and Highly Confidential Material.**

(a) All documents produced in discovery, and all materials designated Confidential and Highly Confidential, shall be used solely in furtherance of the prosecution, defense, or attempted settlement of this Litigation, shall not be used at any time for any other purpose whatsoever, except as provided in paragraph 10(b) below, including, without limitation,

any commercial or business purpose, and shall not be disclosed to or made accessible to any person except as specifically permitted by this Order. All materials designated Confidential or Highly Confidential must be stored and maintained by the Receiving Party in a manner no less secure than a Receiving Party would store and maintain its own confidential material or that of its clients.

(b) Nothing in this Order prevents the parties to *Electrical Medical Trust, et al. v. U.S. Anesthesia Partners, Inc., et al.*, No. 4:23-cv-04398 (S.D. Tex.; Bennett, J.) from utilizing Confidential or Highly Confidential Material in connection with that action, provided that a protective or confidentiality order is entered in that case that provides protections for Confidential and Highly Confidential Material comparable to the protections for such information contained in this Order. Prior to such use, Defendant must provide to all Producing Entities (that provided documents or materials during the FTC's investigation) proof of the entry of such order.

(c) This Order shall not restrict any attorney who is a qualified recipient under the terms of this Order from rendering advice to his or her client that is a party with respect to these actions, and in the course thereof, from generally relying upon his or her examination of Confidential or Highly Confidential Material. In rendering such advice or in otherwise communicating with the client, the attorney shall not disclose directly or indirectly the specific content of any Confidential or Highly Confidential Material of another party or nonparty where such disclosure would not otherwise be permitted under the terms of this Order.

(d) If any Confidential or Highly Confidential Material is filed in the public record by the Producing Entity, such public filing shall constitute the Producing Entity's waiver of the designation of the publicly filed material for its use by any party in this Litigation;

provided, however, that inadvertent disclosure of Confidential or Highly Confidential Material through a public filing shall not constitute a waiver if the inadvertent disclosure is corrected within three (3) business days by withdrawing the public filing containing Confidential or Highly Confidential Material, and the filing is replaced with a filing under seal pursuant to paragraphs 6 and 9. However, such public filing will not constitute a waiver of any confidentiality designations made with respect to any non-publicly filed portions of the publicly filed document or concerning any other material not actually publicly filed.

(e) Nothing in this Order shall be construed to prejudice any party's right to use Confidential or Highly Confidential Material in any hearing or other pre-trial proceeding before the Court, or any party's right to challenge any such use.

(f) The parties agree to cooperate in good faith to develop a process for disclosure of Confidential or Highly Confidential information at trial.

(g) Subject to taking appropriate steps to preserve confidentiality, the Commission may disclose Confidential Material, Highly Confidential Material, or Sensitive Personal Information to other governmental entities, as provided by 16 C.F.R. §§ 4.9–4.11, 15 U.S.C. §§ 46(f) and 57b-2, or as otherwise authorized or required by law. Such entities include officers and employees of Federal or State law enforcement agencies (including duly authorized employees of the Commission) and congressional committees.

11. **Other Proceedings.** Any person or party subject to this Order who receives a subpoena or other request for production of information covered by this Order shall promptly notify the Producing Entity so that the party or nonparty may have an opportunity to appear and be heard on whether that information should be disclosed. Confidential and Highly Confidential Material shall not be produced in any other proceeding, or for any use other than in this

Litigation, without an order compelling production from a court of competent jurisdiction or the agreement of the Producing Entity.

12. **Unauthorized Disclosure of Confidential or Highly Confidential Material.**

(a) If any person subject to this Order becomes aware that they or any other person has, either intentionally or inadvertently, disclosed Confidential or Highly Confidential Material to someone not authorized to receive such material under this Order, counsel for the party involved shall (i) as soon as is practicable notify in writing the Producing Entity of the unauthorized disclosure; (ii) use best efforts to obtain the return or destruction of all copies of the protected materials; and (iii) inform the person or persons to whom unauthorized disclosures were made, to the extent the person or persons are identifiable, of the terms of this Order.

(b) The Court has jurisdiction to enforce this Order and to grant relief, as authorized by law or in equity, for any violations thereof.

13. **Inadvertent Production or Disclosure of Privileged Documents.** If information subject to a claim of attorney-client privilege, work product immunity, or any other applicable privilege or immunity is produced inadvertently, the parties shall comply with Federal Rule of Evidence 502(d), Federal Rule of Civil Procedure 26(b)(5)(B), and any other relevant order of the Court.

14. **Nonparties.**

(a) If information sought in a discovery request implicates a Producing Entity's obligation to a nonparty not to disclose such information, the following procedures shall be followed:

(i) The Producing Entity shall timely serve a written objection to the production of such information on the basis of its obligation to a nonparty not to disclose the information.

(ii) The Producing Entity shall, no later than the date on which written objections are served under paragraph 14(a)(i), provide the nonparty written notice of the pending request and a copy of this Order.

(iii) If the nonparty does not object to the disclosure within fourteen (14) calendar days from which the written notice of the pending request was sent by the party or such additional time as may be required by the Producing Entity's obligation to the nonparty, the Producing Entity shall produce the materials subject to any appropriate designations under the terms of this Order.

(iv) If the nonparty objects to the disclosure, the nonparty shall timely seek a protective order by filing within fourteen (14) calendar days from the objection a motion for a protective order or other appropriate relief from the Court. Should the nonparty timely seek relief, no disclosure shall be made or required unless disclosure is ordered by the Court.

(v) Nothing in this Order shall be deemed to require any Producing Entity to subject itself to any penalties for noncompliance with any legal process or order, or to seek any relief from the Court in connection with obligations imposed by a discovery request.

(b) If any discovery requests are served on a nonparty, the party serving the discovery request shall provide the nonparty with notice of the terms of this Order. Documents produced by nonparties in this Litigation that consist of or contain portions of documents originally created or generated by a party shall be treated as Highly Confidential. If any party believes the designation should be Confidential or no designation, it can notify the party who

originally created/generated the document, the parties can confer, and go through the dispute resolution process as necessary.

15. **Further Application.** Nothing in this Order shall preclude any party, or any nonparty from whom discovery has been requested, from applying to the Court for additional or different protective provisions with respect to specific material based on a showing of good cause. The Court shall retain jurisdiction over the parties, nonparty Producing Entities and over any person executing an undertaking to be bound by the terms of this Order, during the pendency of the Litigation and for such time thereafter as is needed to enforce the terms of this Order.

16. **Reservation of Rights.**

(a) By designating any material Confidential or Highly Confidential, the parties do not acknowledge that any such material is relevant or admissible in this Litigation. All parties reserve the right to seek discovery of, or alternatively to resist discovery of, such material in this Litigation.

(b) Nothing in this Order shall prohibit a party from using or disclosing publicly available or independently discovered information, unless the party is aware that the information has become public improperly or inadvertently.

(c) Nothing in this Order prevents any party from seeking a further order of this Court pursuant to Federal Rule of Civil Procedure 26(c).

17. **Modification.** The Court retains the right to allow disclosure of any subject covered by this Order or to modify this Order at any time. Furthermore, nothing in this Order shall prejudice the right of the parties to stipulate (subject to Court approval) an amendment, modification, or supplement to this Order. Nothing in this Order shall preclude any party from seeking an order of the Court amending, modifying, or supplementing this Order.

18. **Conclusion of this Litigation.**

(a) The provisions of this Order will not terminate at the conclusion of this Litigation. This Order shall remain in full force and effect unless modified, superseded, or terminated by written agreement of the parties or by an order of this Court.

(b) Absent a written request by a Producing Entity to return materials (at its own expense) within sixty (60) calendar days after such time as this Litigation is concluded, whether by final adjudication on the merits from which there remains no right of appeal, or by other means, all persons having received information designated as Confidential or Highly Confidential Material must destroy such materials. Alternatively, the Producing Entity may require all counsel to certify in writing to the Producing Entity that all such information has been destroyed. As to those materials that contain or reflect attorney work product, counsel of record for the parties shall be entitled to retain such work product in their files, so long as such materials, in accordance with the provisions of this Order, are clearly marked to reflect that they contain information subject to this Order and are maintained as such.

(c) Notwithstanding any other provision of this Order, attorneys shall be entitled to retain pleadings, affidavits, motions, briefs, expert reports (and exhibits thereto), correspondence (including internal correspondence and e-mail), any other papers filed with the Court (including exhibits), deposition transcripts (including exhibits), and the trial record (including exhibits) even if such materials contain Confidential or Highly Confidential Material, so long as this Order will continue to govern any such retained materials. The Receiving Party's reasonable efforts shall not require the return or destruction of materials that (i) are stored on backup storage media made in accordance with regular data backup procedures for disaster recovery purposes; (ii) are located in the email archive system or archived electronic files of

departed employees; (iii) are subject to litigation hold obligations; or (iv) are otherwise required by law to be retained. Backup storage media need not be restored for the purpose of returning or certifying destruction of materials, but any such materials retained in backup storage media shall continue to be treated in accordance with this Order.

(d) Nothing in this Order shall preclude the FTC from complying with the provisions of Rule 4.12 of the FTC's Rules of Practice, 16 C.F.R. § 4.12.

19. **Termination of Access.**

(a) In the event any person or party permanently ceases to be engaged in the conduct of these actions, such person's or party's access to Confidential and Highly Confidential Material shall be terminated, and all copies thereof shall be returned or destroyed in accordance with the terms of paragraph 18 above, except that such return or destruction shall take place as soon as practicable after such person or party ceases to be engaged in the conduct of this Litigation.

(b) The provisions of this Order shall remain in full force and effect as to any person or party who previously had access to Confidential and Highly Confidential Material, except as may be specifically ordered by the Court or consented to by the Producing Entity.

IT IS SO ORDERED.

Dated: _____

Kenneth M. Hoyt
United States District Judge

APPENDIX A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____, am employed as _____ by

_____. I acknowledge and certify as follows:

1. I have read the Protective Order in Federal Trade Commission v. U.S. Anesthesia Partners, Inc, et. al., Civil Action No. **4:23-CV-03560**, United States District Court for the Southern District of Texas and agree to be bound by its terms.

2. I will not make copies or notes of Confidential or Highly Confidential Material that I receive in this litigation except as necessary to enable me to render assistance in connection with this Litigation.

3. I will not disclose Confidential or Highly Confidential Material that I receive in this Litigation to any person not expressly entitled to receive it under the terms of the Protective Order and will retain any such material in a safe place.

4. I will not use Confidential or Highly Confidential Material that I receive in this Litigation for any purpose other than that authorized by the Protective Order.

5. I will retain all Confidential or Highly Confidential Material that I receive in this Litigation in my custody until I have completed my assigned duties, whereupon the materials will be returned to the person that provided them to me or destroyed, as provided by the Protective Order. Such delivery or destruction shall not relieve me from any of the continuing obligations imposed upon me by the Protective Order.

6. I agree to be subject to the continuing jurisdiction of the United States Court for the Southern District of Texas for the sole purpose of having the terms of the Protective Order enforced.

7. I understand that my failure to abide by the terms of the Protective Order will subject me, without limitation, to civil and criminal penalties for contempt of Court.

Date: _____

Signature: _____

Address: _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

U.S. ANESTHESIA PARTNERS, INC., et al.

Defendants.

Case No.: 4:23-CV-03560-KH

**Second Declaration in Support of Plaintiff Federal Trade Commission's
Motion for Entry of Protective Order**

I, Michael J. Arin, declare as follows:

1. I am an attorney licensed to practice in the state of California and admitted *pro hac vice* representing the Plaintiff Federal Trade Commission in the above-captioned matter.
2. I submit this declaration in support of the FTC's Motion for Entry of Protective Order.
3. Attached hereto as Exhibit E is a true and correct copy of U.S. Anesthesia Partners of Texas, P.A.'s first amended petition filed on August 22, 2023, in *U.S. Anesthesia Partners of Texas, P.A. v. Conlin et al.*, No. DC-22-15482 (Tex. Dist. Ct. Dallas Cty.).
4. Attached hereto as Exhibit F is a true and correct copy of Defendant U.S. Anesthesia Partners, Inc.'s Initial Disclosures Pursuant to Federal Rule of Civil Procedure 26(a)(1).
5. Attached hereto as Exhibit G is a true and correct redline comparing the FTC's Revised Proposed Protective Order with its original Proposed Protective Order (ECF No. 144-1).

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

Dated: May 17, 2024

/s/ Michael J. Arin

Michael J. Arin (*Pro Hac Vice*)

600 Pennsylvania Avenue, N.W.

Washington, DC 20580

Tel: (202) 326-3531

Email: marin@ftc.gov

*Counsel for Plaintiff Federal Trade
Commission*

EXHIBIT E

to Second Arin Declaration in Support of Plaintiff Federal Trade Commission's Motion for
Entry of Protective Order

CAUSE NO. DC-22-15482

U.S. ANESTHESIA PARTNERS OF TEXAS, P.A., a Texas Professional Corporation,	§	IN THE DISTRICT COURT
	§	
	§	
Plaintiff,	§	
	§	
VS.	§	116th JUDICIAL DISTRICT
	§	
GISELLE CONLIN, M.D., JANNA HARTMAN, M.D., VICTOR LAI, M.D. BRIAN SEASTRUNK, M.D., ANDREW ZUROVEC, JENNIFER ZUROVEC and ORTHOMED STAFFING, LLC	§	
	§	
Defendants.	§	DALLAS COUNTY, TEXAS

PLAINTIFF’S FIRST AMENDED PETITION

COMES NOW, Plaintiff U.S. ANESTHESIA PARTNERS OF TEXAS, P.A. (“Plaintiff”), and files this First Amended Petition against Defendants Giselle Conlin, M.D. (“Conlin”), Janna Hartman, M.D. (“Hartman”), Victor Lai, M.D. (“Lai”), Brian Seastrunk, M.D. (“Seastrunk”), Andrew Zurovec, M.D. (“A. Zurovec”), Jennifer Zurovec, M.D. (“J. Zurovec”),¹ and OrthoMed Staffing, LLC (“OrthoMed”) (collectively “Defendants”) and respectfully shows the Court as follows:

I. DISCOVERY LEVEL

1. Plaintiff asks that this case be designated as “Level 3” for purposes of discovery pursuant to Rule 190.4 of the Texas Rules of Civil Procedure.

II. STATEMENT OF RELIEF SOUGHT

2. Plaintiff seeks monetary relief in excess of \$250,000, but not more than \$1,000,000, excluding interest, statutory punitive damages or penalties and attorneys’ fees and costs. The damages sought are within the jurisdictional limits of this Court.

¹ Conlin, Hartman, Lai, Seastrunk, A. Zurovec, and J. Zurovec are collectively referred to herein as the “Individual Defendants.”

III. PARTIES AND VENUE

3. Plaintiff U.S. Anesthesia Partners of Texas, P.A. is a professional association organized under the laws of the state of Texas and located in Dallas, Texas.

4. Conlin is an individual residing at 210 Thelma Dr., San Antonio, TX 78212.

5. Hartman is an individual residing at 8602 Terra Dale, San Antonio, TX 78255.

6. Lai is an individual residing at 211 Bentley Manor, Shavano Park, TX 78249.

7. Seastrunk is an individual residing at 22939 Central Prairie, San Antonio, TX 78255.

8. A. Zurovec is an individual residing at 3535 Ivory Creek, San Antonio, TX 78258.

9. J. Zurovec is an individual residing at 17838 Salado Draw, San Antonio, TX 78258.

10. OrthoMed is a medical staffing company specializing in health care professionals providing anesthesiology services. OrthoMed is a Texas limited liability company. OrthoMed may be served by serving its registered agent: Alex Doa, 5601 Champions Dr., Plano, Texas.

11. Venue is appropriate in Dallas County as the Individual Defendants contractually agreed (in Section 10.10.1 of the Agreement and Plan of Merger among U.S. Anesthesia Partners Holdings, Inc., U.S. Anesthesia Partners of Texas, P.A., Star Merger Sub, PLLC, and Star Anesthesia, P.A. (“Star”), dated June 11, 2019, relevant portions of which are attached as Exhibit A (the “Merger Agreement”)) to exclusive venue in the federal and state courts located in Dallas County for any claims arising under the Merger Agreement.

IV. BACKGROUND FACTS

12. The Individual Defendants are partners and former employees of Plaintiff.

13. Prior to employment by Plaintiff, the Individual Defendants were shareholders of Star.

14. Pursuant to the Merger Agreement, the Individual Defendants were provided with certain consideration in exchange for their ownership interest in Star.

15. Pursuant to the Merger Agreement, the Individual Defendants are bound by certain restrictive covenants, as follows:

9(a). Section 5.10.1 of the Merger Agreement provides:

For a period of five (5) years beginning on the Closing Date, except with respect to activities performed in furtherance of a Seller's obligations under a Seller's employment agreement with any Subject Company or the Buyer, each Seller shall not, directly or indirectly, either individually or as a partner, joint venturer, employee, agent, representative, officer, director, or member of any Person: (i) except for the Permitted Pain Services by the Pain Physicians, solicit or otherwise attempt to contact any past or current patient of a Subject Company, or immediate family member of such patient, for purposes of inducing that patient or family member of such patient to become a patient of such Seller or the patient of any medical practice in which Seller practices or otherwise has a financial interest; (ii) except for the Permitted Pain Services by the Pain Physicians, provide Anesthesia Business Services within five (5) miles of any of the Facilities serviced by a Subject Company within the twenty-four (24) month period prior to the date hereof; (iii) call on, solicit or attempt to solicit any Facility serviced by a Subject Company within the twenty-four month period prior to the date hereof for the purpose of persuading or attempting to persuade any such Facility to cease doing business with, or materially reduce the volume of, or adversely alter the terms with respect to, the business such Facility does with such Subject Company or in any way interfere with the relationship between any such Facility and a Subject Company; (iv) except for the Permitted Pain Services by the Pain Physicians, solicit any of the Facilities for the purpose of obtaining any contractual relationship with the Facility for such Seller or any medical practice in which such Seller practices or otherwise has a financial interest; (v) except for the Permitted Pain Services by the Pain Physicians, solicit or otherwise attempt to contact any physician (including surgeons) for which licensed physicians, CRNAs, AAs and other authorized health care providers who are employed by or providing services on behalf of a Subject Company currently provide, or have provided as of the date hereof or during the twelve month period prior to the date hereof consultative services or anesthesia services, for purposes of inducing such physician to consult with such Seller or consult with any medical practice in which such Seller practices or otherwise has a financial interest; or (vi) solicit for employment, or employ or engage any individual who is or was employed by a Subject Company during the twenty-four (24) month period prior to the date hereof.

9(b). Section 5.10.2 of the Merger Agreement provides:

For a period of five (5) years beginning on the Closing Date, except with respect to activities performed in furtherance of a Seller's obligations under a Seller's employment agreement with any Subject Company or the Buyer and for the Permitted Pain Services by the Pain Physicians, each Seller shall not, directly or indirectly, either individually or as a partner, joint venturer, employee, agent, representative, officer, director, or member of any Person, provide Anesthesia Services within five (5) miles of any of the Facilities serviced by a Subject Company within the twenty-four (24) month period prior to the date hereof. The provisions of this Section 5.10.2 are for the benefit of the Buyer only.

16. The Merger Agreement defines "Facilities" as "any facility or location where any of the Subject Companies provides or arranges for the provision of Anesthesia Services." *See* Exhibit A, §1 (Definitions).

17. The Merger Agreement defines "Subject Companies" as meaning Star and any of its subsidiaries. *See* Exhibit A, §1 (Definitions).

18. The restrictive covenants in the Merger Agreement were ancillary to the merger of Star with Plaintiff, are reasonable in scope and duration, and were designed to maintain the value of the goodwill being transferred by Star to Plaintiff.

19. The Merger Agreement provides for recovery of attorneys' fees to a successful or prevailing party in a suit to enforce the Merger Agreement. *See* Exhibit A, §10.16.

20. As a result of the Merger Agreement, the Individual Defendants were paid monetary consideration for their interest in Star.

21. As a result of the merger, which closed on or about June 11, 2019, the Individual Defendants became employees of Plaintiff pursuant to Physician Partner Employment Agreements ("Employment Agreement"), copies of which are attached as Exhibits B-G.

22. Pursuant to Section 7(b) of the Employment Agreement, the Individual Defendants could only terminate the Employment Agreement without cause if they gave Plaintiff 180 days' prior written notice.

23. The Employment Agreement provides for liquidated damages for failure to provide the requisite notice in the amount of “all costs and expenses Group incurs in obtaining locum tenens coverage as an interim replacement for Physician in recruiting a permanent replacement” (the “Early Termination Damages”). *See* Exhibit B, §7(l).

24. On November 30, 2021, Seastrunk provided Plaintiff with 54 days’ notice of his intention to resign from employment with Plaintiff. Such notice failed to give the required notice under Section 7(b) by 126 days.

25. On December 20, 2021, Lai provided Plaintiff with 87 days’ notice of his intention to resign from employment with Plaintiff. Such notice failed to give the required notice under Section 7(b) by 93 days.

26. On April 28, 2022, Conlin provided Plaintiff with 60 days’ notice of her intention to resign from employment with Plaintiff. Such notice failed to give the required notice under Section 7(b) by 120 days.

27. On May 10, 2022, Hartman provided Plaintiff with 60 days’ notice of her intention to resign from employment with Plaintiff. Such notice failed to give the required notice under Section 7(b) by 120 days.

28. On May 10, 2022, A. Zurovec provided Plaintiff with approximately 50 days’ notice of his intention to resign from employment with Plaintiff. Such notice failed to give the required notice under Section 7(b) by 130 days.

29. On May 10, 2022, J. Zurovec provided Plaintiff with 62 days’ notice of her intention to resign from employment with Plaintiff. Such notice failed to give the required notice under Section 7(b) by 118 days.

30. On June 1, 2022, Plaintiff wrote letters to the Individual Defendants and demanded that they either extend her intended separation date to provide the requisite notice or pay Plaintiff Early Termination Damages under the Employment Agreement. *See* letter dated June 1, 2022, from Ki’Jhana R. Friday, Esq., to Conlin, attached hereto as Exhibit H.

31. In addition, Ms. Friday’s June 1, 2022, letter to Seastrunk demanded that he repay \$92,289.48 in excess compensation that had been paid him. Under Plaintiff’s Plan Regarding Compensation for Services (USAP South Texas) (“PRCS”) (attached hereto as Exhibit I), Physician Partners such as Seastrunk are not allowed to maintain a “negative balance” upon termination (in other words, compensation owed must reflect a zero balance).

32. Lai had previously, through his counsel, via letter dated March 18, 2022, denied owing Plaintiff Early Termination Damages.

33. Conlin responded, through her counsel, via letter dated June 2, 2022, rejecting the options presented to her.

34. Seastrunk responded via letter dated June 30, 2022, refusing to pay the Early Termination Damages, and refusing to return the repayment.

35. J. Zurovec responded, through her counsel, via letter dated June 30, 2022, rejecting the options presented to her.

36. A. Zurovec responded, through his counsel, via letter dated July 8, 2022, rejecting the options presented to him.

37. Hartman responded, through her counsel, via letter dated August 23, 2022, rejecting the options presented to her.

38. Upon information and belief, the Individual Defendants have accepted employment with OrthoMed, one of Plaintiff’s major competitors, to perform anesthesiology services.

39. Upon further information and belief, the Individual Defendants are providing anesthesiology services within five (5) miles at one or more of the Facilities that was serviced by Star during the twenty-four-month period prior to the effective date of the Merger Agreement in violation of Sections 5.10.1(ii) and 5.10.2 of the Merger Agreement, including, but not limited to:

- a. Conlin: Texas Center for Athletes, Methodist Ambulatory Surgery Center-North Central, Methodist Hospital, and Stone Oak Surgery Center.
- b. Hartman: Christus Alamo Heights Surgery Center, Methodist Ambulatory Surgery Center-North Central, Legent Orthopedic and Spine, and Methodist Hospital Stone Oak.
- c. Lai: Methodist Hospital, Methodist Ambulatory Surgery Center-North Central, and Stone Oak Surgery Center.
- d. Seastrunk: Methodist Hospital and Surgery Center of Boerne.
- e. A. Zurovec: Methodist Ambulatory Surgery Center-North Central, Stone Oak Surgery Center, and Legent Orthopedic and Spine.
- f. J. Zurovec: Methodist Hospital Stone Oak and Methodist Hospital.

40. Upon additional information and belief, the Individual Defendants are soliciting surgeons on behalf of OrthoMed who received consultative or anesthesia services from USAP employees as of the date of the close of the merger or in the twelve-month period prior to the merger in violation of Section 5.10.1(v) of the Merger Agreement.

41. Upon information and belief, OrthoMed has knowledge of the restrictive covenants contained in the Merger Agreement and the Individual Defendants' violations of the restrictive covenants are with OrthoMed's knowledge and consent.

V. FIRST CAUSE OF ACTION – BREACH OF CONTRACT

(Against each Individual Defendant as to Merger Agreement)

42. Plaintiff re-alleges and incorporates by reference the preceding paragraphs for all purposes the same as if set forth herein.

43. The Merger Agreement is a valid and enforceable written contract.

44. The Individual Defendants have breached their contractual obligation to Plaintiff by providing anesthesiology services within five miles of one or more Facilities, as that term is defined by the Merger Agreement.

45. The Individual Defendants have further breached their contractual obligations to Plaintiff by soliciting physicians to whom employees of Plaintiff provided consulting or anesthesia services as of the date of the close of the merger or in the twelve-month period prior to the merger.

46. Plaintiff has suffered economic damages by the Individual Defendants' breach of their contractual obligation.

47. Plaintiff also seeks to recover its reasonable attorneys' fees in this matter as this is a claim on a written contract. Because of the Individual Defendants' breach of their contractual obligations, Plaintiff has been required to obtain the service of the undersigned counsel to prosecute this action.

48. Plaintiff has performed all conditions precedent to recovery herein, or all such conditions precedent are excused by the doctrines of waiver, estoppel, laches, or unclean hands.

VI. SECOND CAUSE OF ACTION – BREACH OF CONTRACT

(Against each Individual Defendant as to his or her Employment Agreement)

49. Plaintiff re-alleges and incorporates by reference the preceding paragraphs for all purposes the same as if set forth herein.

50. The Employment Agreements are valid and enforceable written contracts.

51. Each Individual Defendant has breached his or her contractual obligation to Plaintiff by failing to provide the required notice for a termination without cause under the Employment Agreements.

52. Demand has been made for the Individual Defendants to comply with the Employment Agreement's notice requirement or to pay Early Termination Damages. they have refused this demand.

53. Plaintiff has therefore been damaged in the following amounts by each Individual Defendant's breach of his or her contractual obligations under the Employment Agreement:

- a. Conlin: \$162,614.33
- b. Hartman: \$165,374.08.
- c. Lai: \$163,438.42.
- d. Seastrunk: \$226,912.22.
- e. A. Zurovec: \$163,438.42.
- f. J. Zurovec: \$163,438.42.

54. Plaintiff also seeks to recover its reasonable attorneys' fees in this matter as this is a claim on a written contract. Because of the Individual Defendants' breach of their contractual obligations, Plaintiff has been required to obtain the service of the undersigned counsel to prosecute this action.

55. Plaintiff has performed all conditions precedent to recovery herein, or all such conditions precedent are excused by the doctrines of waiver, estoppel, laches, or unclean hands.

VII. THIRD CAUSE OF ACTION – TORTIOUS INTERFERENCE WITH CONTRACT

(OrthoMed)

56. Plaintiff re-alleges and incorporates by reference the preceding paragraphs for all purposes the same as if set forth herein.

57. The Merger Agreement is a valid and enforceable written contract.

58. OrthoMed knows or should have known about the restrictive covenants contained in the Merger Agreement.

59. OrthoMed has induced the Individual Defendants to violate the restrictive covenants in the Merger Agreement and has interfered with the contract (the Merger Agreement) between Plaintiff and the Individual Defendants.

60. OrthoMed's interference with the Merger Agreement was willful and intentional and without justification.

61. Plaintiff has suffered economic damages by OrthoMed's interference with the Individual Defendants' obligations under the Merger Agreement.

VIII. FOURTH CAUSE OF ACTION – CONSPIRACY

(All Defendants)

62. Plaintiff re-alleges and incorporates by reference the preceding paragraphs for all purposes the same as set forth herein.

63. As described above, Defendants, in a combination of two or more persons, sought to accomplish an unlawful purpose and/or a lawful purpose by unlawful means. Defendants acted in concert to unlawfully compete with Plaintiff for the purpose of depriving Plaintiff of business for the financial benefit of Defendants.

64. Upon information and belief, Defendants discussed, planned, schemed, and ultimately had a meeting of the minds to unfairly compete with Plaintiff and to interfere with its contracts with Individual Defendants and contracts with Facilities.

65. Each of the Defendants has committed an unlawful, overt act (such as breach of contractual obligations and/or tortious interference with contractual obligations) to further the object or course of action.

66. As a direct and proximate result of Defendants' conspiracy, Plaintiff has suffered, and will continue to suffer, substantial monetary losses and other harm.

67. In committing these acts, Defendants acted with malice toward Plaintiff, in that Defendants had knowledge of the restrictive covenants contained in the Merger Agreement signed by the Individual Defendants and nonetheless proceeded to willfully and intentionally violate, or induce other Defendants to violate, the restrictive covenants contained in the Merger Agreement with the specific intent to cause substantial injury or harm to Plaintiff. Plaintiff is thus entitled to recover exemplary damages from Defendants.

IX. FIFTH CAUSE OF ACTION – BREACH OF CONTRACT (PRCS)

(Seastrunk)

68. Plaintiff re-alleges and incorporates by reference the preceding paragraphs for all purposes the same as set forth herein.

69. The PRCS is a valid and enforceable written contract.

70. Seastrunk has breached his contractual obligation to Plaintiff by maintaining a negative compensation balance and failing to repay Plaintiff to achieve the requisite negative compensation balance.

71. Demand has been made for Seastrunk to comply with the PRCS. Seastrunk has refused this demand.

72. Plaintiff has therefore been damaged in the amount \$92,289.48 by Seastrunk's breach of his contractual obligations under the Employment Agreement.

73. Plaintiff also seeks to recover its reasonable attorneys' fees in this matter as this is a claim on a written contract. Because of Seastrunk's breach of his contractual obligations, Plaintiff has been required to obtain the service of the undersigned counsel to prosecute this action.

74. Plaintiff has performed all conditions precedent to recovery herein, or all such conditions precedent are excused by the doctrines of waiver, estoppel, laches, or unclean hands.

X. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests the following relief:

- a. That Defendants be served with process and be required to answer in the time and manner prescribed by law;
- b. General damages in an amount in excess of \$1,000,000;
- c. Exemplary damages in an amount to be determined by the Court;
- d. Pre-Judgment interest as provided by law;
- e. Attorneys' fees and costs of court;
- f. Post-Judgment interest as provided by law;
- g. Such other and further relief, general and special, at law or in equity, to which the Plaintiff may be entitled.

Respectfully submitted,

By: Jacqueline C. Johnson

Jacqueline C. Johnson

Texas Bar No. 00790973

Email: jjohnson@constangy.com

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PROPHETE, LLP

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1100 NW Loop 410, Suite 700

San Antonio, TX 78213

Telephone: (210) 920-2310

ATTORNEYS FOR PLAINTFF

CERTIFICATE OF SERVICE

The undersigned hereby acknowledges that a true and correct copy of the above-mentioned document was sent via this Court's electronic filing system on this the 22nd day of August 2023, to counsel of record as follows:

Lu Pham

Caroline Harrison

Spencer Mainka

PHAM HARRISON, LLP

505 Pecan St., Suite 200

Fort Worth, Texas 76102

ATTORNEYS FOR DEFENDANTS

/s/ Jacqueline C. Johnson

Jacqueline C. Johnson

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

among

U.S. ANESTHESIA PARTNERS HOLDINGS, INC.,

U.S. ANESTHESIA PARTNERS OF TEXAS, P.A.,

STAR MERGER SUB, PLLC and

STAR ANESTHESIA, P.A.

Dated as of June 11, 2019

“Estimated Company Transaction Expenses” means the estimated Company Transaction Expenses of the Subject Companies, as set forth on the Closing Certificate.

“Exchange Agreement” is defined in the recitals to this Agreement.

“Facilities” means any facility or location where any of the Subject Companies provides or arranges for the provision of Anesthesia Services.

“Final Closing Cash Amount” means the Closing Cash Amount of the Subject Companies as finally determined pursuant to Section 2.12.

“Final Closing Debt Amount” means the Closing Debt Amount of the Subject Companies as finally determined pursuant to Section 2.12.

“Final Closing Statement” is defined in Section 2.12.1.

“Final Company Transaction Expenses” means the Company Transaction Expenses of the Subject Companies as finally determined pursuant to Section 2.12.

“Financials” is defined in Section 3.6.1(b).

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time.

“Government Contract” means any Contractual Obligation between any Subject Company and (a) any Governmental Authority, (b) any prime contractor or grantee of a Governmental Authority in its capacity as prime contractor or grantee, and (c) any subcontractor or sub-award at any tier with respect to any Contractual Obligation of a type described in (a) or (b) above.

“Governmental Authority” means any federal, state, local or any foreign government, or political subdivision thereof; or any multinational organization or authority; or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power; or any court or tribunal (or any department, bureau or division thereof); or any arbitrator or arbitral body.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, ruling, determination or award entered by or with any Governmental Authority.

“Group Holdings” is defined in the recitals to this Agreement.

“Group Holdings Common Stock” is defined in the recitals to this Agreement.

“Guarantee” means, with respect to any Person, (a) any guarantee of the payment or performance of, or any contingent obligation in respect of, any Debt or other Liability of any other Person, (b) any other arrangement whereby credit is extended to any obligor (other than such Person) on the basis of any promise or undertaking of such Person (i) to pay the Debt or other Liability of such obligor, (ii) to purchase any obligation owed by such obligor, (iii) to

“Sellers” means all of the members of the Company (other than the Conroe Partners).

“Sellers’ Joinder Agreement” is defined in Section 6.11.

“Sellers’ Knowledge” means any of the persons set forth on the attached Schedule II who has actual knowledge of the fact or other matter at issue assuming that each such person has made, consistent with such person’s position with a Subject Company, as applicable, all reasonable inquiries of the employees of such Subject Company reasonably expected to have actual knowledge of such fact or matter.

“Sellers’ Representative” is defined in Section 5.13.1.

“Sellers’ Representative Fund” means any and all cash from time to time held by the Sellers’ Representative with respect to the Sellers’ Representative Fund Amount.

“Sellers’ Representative Fund Amount” means \$150,000 in cash funded by the Subject Companies to the Sellers’ Representative prior to the Closing Date which is to be held by the Sellers’ Representative as an advance towards any fees or expenses incurred by the Sellers’ Representative pursuant to this Agreement or otherwise on the Sellers’ behalf.

“Shares” is defined in the recitals to this Agreement.

“Star IT” is defined in Section 6.19.

“Stockholders Agreement” means the Stockholders Agreement dated as of November 30, 2017 by and among Parent and the other parties thereto, as amended.

“Straddle Period” means any taxable period that includes (but does not end on) the Closing Date.

“Straddle Period Return” is defined in Section 5.14.3.

“Subject Companies” means, collectively, the Company and each of its Subsidiaries.

“Subsidiary” means with respect to any Person (the “Owner”), any corporation or other Person of which securities or interests having the power to elect a majority of the corporation or other Person’s board of directors or similar governing body are held by the Owner or one or more of its Subsidiaries.

“Surviving Entity” is defined in Section 2.2.

“Tax” or “Taxes” means (a) any and all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and (b) any liability

Documents of a Subject Company) or any indemnification agreement between any of the Subject Companies and/or any Company Agent shall survive the transactions contemplated hereby, and for a period of six (6) years from and after the Closing Date, shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of any such Company Agent, unless an alteration or modification of such document is required by Legal Requirement or the Company Agent affected thereby otherwise consents in writing thereto.

(b) The Subject Companies shall (i) have paid in full prior to the Closing and have in effect at the Closing “tail” insurance policies with a claims period of six (6) years from and after the Closing Date with respect to the insurance policies identified on Schedule 5.8.1(b)(i) for acts or omissions occurring prior to the Closing Date (“Claims Made Policies”) covering the persons who are currently covered by the Claims Made Policies on terms (as to coverage and amount) no less advantageous in the aggregate to such persons than under such current Claims Made Policies and (ii) add the Buyer as an “Additional Named Insured” under the insurance policy identified on Schedule 5.8.1(b)(ii).

(c) In the event that the Subject Companies or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, the Surviving Entity shall ensure that such Person assumes the obligations set forth in this Section 5.8.

5.9 Publicity. The Company shall not, and shall not permit any other Subject Company to, make any public announcement or disclosure with respect to the subject matter of this Agreement or the Contemplated Transactions without the prior written consent of Parent and prior to the Closing, no public announcement or disclosure will be made by Parent, the Buyer or Merger Sub with respect to the subject matter of this Agreement or the Contemplated Transactions without the prior written consent of the Company; provided, that the provisions of this Section 5.9 will not prohibit (a) any disclosure required by any applicable Legal Requirements (in which case the disclosing party will provide the other parties with the opportunity to review in advance the disclosure) or (b) any disclosure made in connection with the enforcement of any right or remedy relating to this Agreement or the Contemplated Transactions.

5.10 Restrictions on Competition and Solicitation.

5.10.1 For a period of five (5) years beginning on the Closing Date, except with respect to activities performed in furtherance of a Seller’s obligations under a Seller’s employment agreement with any Subject Company or the Buyer, each Seller shall not, directly or indirectly, either individually or as a partner, joint venturer, employee, agent, representative, officer, director, or member of any Person: (i) except for the Permitted Pain Services by the Pain Physicians, solicit or otherwise attempt to contact any past or current patient of a Subject Company,

or immediate family member of such patient, for purposes of inducing that patient or family member of such patient to become a patient of such Seller or the patient of any medical practice in which Seller practices or otherwise has a financial interest; (ii) except for the Permitted Pain Services by the Pain Physicians, provide Anesthesia Business Services within five (5) miles of any of the Facilities serviced by a Subject Company within the twenty-four (24) month period prior to the date hereof; (iii) call on, solicit or attempt to solicit any Facility serviced by a Subject Company within the twenty-four month period prior to the date hereof for the purpose of persuading or attempting to persuade any such Facility to cease doing business with, or materially reduce the volume of, or adversely alter the terms with respect to, the business such Facility does with such Subject Company or in any way interfere with the relationship between any such Facility and a Subject Company; (iv) except for the Permitted Pain Services by the Pain Physicians, solicit any of the Facilities for the purpose of obtaining any contractual relationship with the Facility for such Seller or any medical practice in which such Seller practices or otherwise has a financial interest; (v) except for the Permitted Pain Services by the Pain Physicians, solicit or otherwise attempt to contact any physician (including surgeons) for which licensed physicians, CRNAs, AAs and other authorized health care providers who are employed by or providing services on behalf of a Subject Company currently provide, or have provided as of the date hereof or during the twelve month period prior to the date hereof consultative services or anesthesia services, for purposes of inducing such physician to consult with such Seller or consult with any medical practice in which such Seller practices or otherwise has a financial interest; or (vi) solicit for employment, or employ or engage any individual who is or was employed by a Subject Company during the twenty-four (24) month period prior to the date hereof.

5.10.2 For a period of five (5) years beginning on the Closing Date, except with respect to activities performed in furtherance of a Seller's obligations under a Seller's employment agreement with any Subject Company or the Buyer and for the Permitted Pain Services by the Pain Physicians, each Seller shall not, directly or indirectly, either individually or as a partner, joint venturer, employee, agent, representative, officer, director, or member of any Person, provide Anesthesia Services within five (5) miles of any of the Facilities serviced by a Subject Company within the twenty-four (24) month period prior to the date hereof. The provisions of this Section 5.10.2 are for the benefit of the Buyer only.

5.10.3 A Seller may be released from the non-competition provision contained in Section 5.10.2 upon payment by such Seller to the Buyer of a reasonable price prior to a breach by such Seller. The Buyer, on the one hand, and each Seller, on the other hand, acknowledge, and hereby decline, their option to have the reasonable price of the buy-out determined by an arbitrator. The Buyer, on the one hand, and each Seller, on the other hand, agree that a reasonable price shall be an amount in cash equal to such Seller's Pro Rata Share of the sum of (i) the Closing Equity Value, plus (ii) the Indemnity Escrow Amount.

matter, or other items or matters, are or are not in the Ordinary Course of Business, and no party hereto shall use the fact of the setting forth or the inclusion of any such item or matter in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedule is or is not in the Ordinary Course of Business for purposes of this Agreement.

10.14 No Rescission. Except with respect to claims based upon fraud or intentional misrepresentation, no party hereto shall be entitled to rescind the transactions contemplated hereby by virtue of any failure of any such party's representations and warranties herein to have been true or any failure by any party hereto to perform its obligations hereunder.

10.15 Expenses. Except as otherwise provided herein, each party hereto will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel, accountants, advisors and consultants.

10.16 Attorneys' Fees. If any Action for the enforcement of this Agreement is brought, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that proceeding, in addition to any other relief to which it may be entitled.

10.17 Certain Matters Regarding Representation of the Sellers and the Subject Companies.

(a) Company Counsel has acted as counsel for the Sellers and the Subject Companies in connection with this Agreement (the "Acquisition Engagement") and in that connection not as counsel for any other Person, including without limitation, Parent, the Buyer or Merger Sub. Company Counsel may also represent the Subject Companies in respect of other matters ("Company Engagements"). Only the Sellers and the Subject Companies shall be considered clients of Company Counsel in the Acquisition Engagement. All communications between the Sellers or the Subject Companies and Company Counsel in the course of the Acquisition Engagement shall be deemed to be attorney-client confidences that belong solely to the Sellers and not the Subject Companies. Accordingly, none of Parent, the Buyer or Merger Sub shall have access to any such communications, or to the files of Company Counsel relating to the Acquisition Engagement, whether or not the Closing occurs. Without limiting the generality of the foregoing, upon and after the Closing, (i) the Sellers and Company Counsel shall be the sole holders of the attorney-client privilege with respect to the Acquisition Engagement, and neither the Subject Companies nor the Buyer shall be a holder thereof, (ii) to the extent that files of Company Counsel in respect of the Acquisition Engagement constitute property of the client, only the Sellers shall hold such property rights, and (iii) Company Counsel shall have no duty whatsoever to reveal or disclose any such attorney-client communications or

EXHIBIT B

PHYSICIAN PARTNER EMPLOYMENT AGREEMENT

This PHYSICIAN PARTNER EMPLOYMENT AGREEMENT (the “**Agreement**”) is entered into by and between U.S. Anesthesia Partners of Texas, P.A., a Texas professional association (“**Group**”) and Giselle Conlin, M.D. (“**Physician**”).

RECITALS

- A. Group is a Texas professional association authorized to practice medicine in the State of Texas (the “**State**”) that provides professional anesthesiology services (including any specialty thereof), pain management, anesthesia related consulting, management and administrative services (“**Services**”) to patients at inpatient and outpatient facilities.
- B. Physician is a licensed physician authorized to practice medicine in the State and Group desires to hire Physician to perform the Services at some or all of the Facilities (as defined below) on behalf of Group as set forth herein.
- C. Certain clinical operations of Group including, but not limited to, making certain determinations and decisions regarding the modification and termination of this Agreement, are managed and overseen by the USAP South Texas Clinical Governance Board (the “**CGB**”) established by the Plan Regarding Compensation for Services (USAP South Texas) dated as of September 6, 2019, as such plan may be amended, modified, replaced or superseded (the “**PRCS**”).
- D. Physician is acknowledged as a “Physician-Partner” (as such term is defined in the PRCS) within the CGB.
- E. It is determined to be to the mutual advantage of Group and Physician to enter into this Agreement as set out herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and Physician’s specific agreement to the terms of Schedule 9, attached hereto and incorporated herein by reference, and the monies to be paid hereunder, Group agrees to hire Physician and Physician agrees to work for Group upon the following terms and conditions:

1. Recitals Approved; Schedules Incorporated; CGB Authority. The above recitals are true and correct and are made a part hereof. Schedule 4, Schedule 9 and Exhibit 9-A, which are attached hereto, are hereby incorporated into this Agreement by reference. Notwithstanding any provision or provisions to the contrary, the parties agree that the rights and duties of the Group are limited by the USAP South Texas Clinical Governance Board Charter, and specifically, but not limited to, Group’s exercise of its right related to the termination of the Physician, Physician’s staffing obligations at Facilities, Physicians use of mid-level or other clinical providers, Physician’s paid time off, call obligations and Physician’s scheduling. Accordingly, any reference to the Group herein, includes and requires, where applicable, the Group to obtain the CGB’s specific consent as provided in the USAP South Texas Clinical Governance Board Charter before Group may exercise its rights hereunder.

2. Qualifications; Notifications.

(a) At all times during the Term (as defined in Section 7) of this Agreement, Physician shall meet the following qualifications: (i) maintain an unrestricted license to practice medicine in the State (including an “Office Based Anesthesia” permit if required by Group); (ii) maintain an unrestricted DEA permit; (iii) maintain board certification or eligibility with the American Board of Anesthesiology; and (iv) be eligible to be a participating provider with Medicare and Medicaid. The foregoing shall collectively be referred to as the “**Qualifications**”. Physician agrees and acknowledges that Physician’s employment by Group is contingent upon Physician continuously meeting the Qualifications. In addition, Physician shall maintain unrestricted medical staff membership and clinical privileges in good standing on the Medical Staff of each Facility as directed by Group.

(b) Physician shall notify Group, no later than forty-eight (48) hours of: (i) the initiation of any action to suspend, restrict, deny, relinquish or revoke (A) Physician’s license to practice medicine in the State or any other state in which Physician holds a license to practice medicine; (B) Physician’s medical staff privileges at any Facility; or (C) Physician’s DEA permit; or (ii) Physician’s receipt of notice of (A) the initiation of any disciplinary proceeding or adverse action involving Physician with respect to any medically related matter before any administrative agency or governmental body; (B) the intent to file or the actual filing of any medically related liability action involving Physician in any capacity; or (C) any arrest, indictment, conviction, guilty plea or plea of nolo contendere for any criminal conduct or other crime involving dishonesty or moral turpitude naming Physician. Physician shall provide Group with copies of any such complaints, notices, charges, lawsuits and related non-privileged documents promptly upon request of Group.

(c) For purposes of this Agreement, “**Facilities**” mean all hospitals, facilities and other locations (i) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group and who are or were assigned to a Star Division (as defined in the PRCS (as defined below)) (individually a “**Star Clinician**”) provided Services during the Term, (ii) that are located in the same county as a hospital, facility or other location described in the foregoing clause (i) or in any county contiguous to such county and at which clinicians who are or were employed by or have or had an independent contractor relationship with Group (individually a “**Related Star Clinician**” and collectively with the Star Clinicians the “**Affiliated Clinicians**”) provided Services during the Term, (iii) at which Group had a contract in effect for any (x) Star Clinicians to render Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iii)(x) or in any county contiguous to such county, and (iv) at which Group has been in active negotiations for (x) Star Clinicians to provide Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iv)(x) or in any county contiguous to such county.

3. Duties of Physician.

(a) Physician is employed by Group to use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to

time to maintain full-time status for a Physician-Partner (which requirements will be set forth on Schedule II to the PRCS); provided that if Physician notifies Group in writing that Physician desires to work part-time from after a specified date that is at least twelve (12) months after the date that such notice is delivered (the “**Part-Time Start Date**”) and the CGB approves Physician working part-time, then from and after the Part-Time Start Date, in lieu of Physician rendering such Services on a full-time basis, Physician shall use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to time to maintain part-time status for a Physician-Partner (which requirements will be set forth on Schedule I to the PRCS). Physician shall not, without the prior written consent of the CGB and Group, which may in the CGB’s and Group’s sole discretion be withheld or conditioned upon Physician meeting other requirements, engage in the provision of professional medical services other than Services provided pursuant to this Agreement. Physician acknowledges and agrees that, except as otherwise agreed by the CGB and Group, Physician must meet the minimum requirements of a Physician-Partner as defined by the PRCS from time to time in order for Physician to maintain Physician’s status as a Physician-Partner. At all times while Physician is an employee of Group, Physician shall retain independent discretion and shall exercise professional judgment consistent with generally accepted medical practices, the ethical standards of the Texas and American Medical Associations and the professional standards of Group, in the provision of Services at the Facilities. Physician’s duties shall include but not be limited to (i) examination, evaluation and treatment of patients; (ii) participation in Group’s on-call rotation for after-hours coverage; (iii) participation in Group’s indigent and charity care programs; and (iv) such other duties as may reasonably be assigned by Group from time to time.

(b) Physician shall perform all Services in accordance with (i) this Agreement; (ii) the bylaws, rules and regulations of the Medical Staff of each Facility at which Physician renders Services; (iii) the terms and conditions of any contractual arrangement regarding the performance of Services between Group and the applicable Facility (upon written request, a summary of the material and relevant terms of any such agreement shall be provided to Physician); and (iv) any applicable policies and procedures established by the CGB and/or Group, including but not limited to the Group’s Clinical Code of Conduct and Conflict of Interest Policy.

(c) Physician agrees and acknowledges that the CGB may conduct a review of Physician’s ability to safely perform Services at any time (“**Review**”).

(d) Physician shall assist in providing supervision of physician assistants, nurses, nurse anesthetists, anesthesiology assistants and other non-physician health care personnel providing services on behalf of Group. All such non-physician personnel shall be under Physician’s control and direction in the performance of health care services for patients treated by Physician.

(e) Physician shall provide Services on a nondiscriminatory basis and may not refuse to provide medical services to any patient accepted by Group.

(f) Physician shall participate in, and cooperate with Group in connection with, the quality assurance and risk management program(s) developed by Group. Physician shall also be subject to and actively participate in any utilization review program(s) developed by or on behalf of Group.

(g) Physician agrees and acknowledges that many of the contractual arrangements Group holds with the Facilities are exclusive in nature and, as a result, require the automatic termination of medical staff membership and clinical privileges for all of Group's providers upon termination of the contractual arrangement. Physician hereby agrees and consents to the foregoing and further waives any due process, notice, hearing and review rights he/she may have under such Facility's medical staff bylaws upon termination of Group's contractual relationship with Facility or upon Physician's termination of employment with Group for any reason.

4. Compensation, Benefits, and Expense Reimbursement. Group shall pay to or for the benefit of Physician as compensation and/or benefits for the Services performed by Physician the amounts set forth on Schedule 4. In addition, Group shall provide Physician benefits and business expense reimbursements as set forth on Schedule 4. Group shall provide, or cause to be provided, all space, equipment, supplies, non-physician health care personnel and clerical, administrative and other personnel as are reasonably necessary and appropriate, consistent with Group's past practices and the CGB's recommendations, for Physician's performance of Services on behalf of Group.

5. Fees. Group shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to patients by Group. All sums paid by any patient of Group in the way of fees, salary, or otherwise for medical services rendered by Physician shall be and remain payments of Group and shall be included in Group's income. Physician hereby assigns to Group all rights to bill for Services rendered by Physician and shall execute any additional documentation as may be requested by Group documenting such assignment. In the event Physician receives any amounts from any patients, third party payors or other third parties which are the property of Group, Physician shall immediately endorse and deliver the same to Group.

6. Patients, Medical Records. Group shall have the authority to determine who will be accepted as patients of Group. Group also shall have the authority to designate, or to establish a procedure for designating, which professional physician of Group will handle each such patient. Physician shall, in accordance with policies developed by or on behalf of Group, timely prepare all medical records in respect of patients treated by Physician. All medical records generated in respect of patients treated by Physician or any other physician engaged by Group during the Term shall be and remain the property of Group or Facilities, as appropriate, and shall be maintained at the Facilities; provided, however, that Physician shall have such right of access to such medical records as shall be provided by law. In addition, Physician shall timely prepare and deliver such other records and reports relating to the operations of Group as Group may reasonably request. Physician shall abide by all state and federal laws regarding the confidentiality of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transaction Standards (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act of 2009 enacted as part of the American Recovery and Reinvestment Act of 2009.

7. Term and Termination. The term of this Agreement will commence on the September 6, 2019 and will continue thereafter until terminated as provided herein (the "**Term**").

(a) This Agreement may be terminated upon the mutual written agreement of the parties.

(b) Physician may terminate this Agreement without cause upon the delivery of one hundred eighty (180) days prior written notice to Group. Group may terminate this Agreement

without cause upon the delivery of ninety (90) days prior written notice to Physician; provided that during such ninety (90) day notice period, Group may elect, in its sole discretion, to remove Physician from the schedule and to pay any remaining amounts due to Physician for the remainder of such notice period.

(c) Group may terminate this Agreement for good and sufficient cause. Such termination shall be effective upon the delivery of written notice thereof to Physician or at such later time as may be designated in said notice, and Physician shall cease performance of Services hereunder and vacate the offices of Group and the Facilities on or before such effective date. The written notice shall specify the cause for termination. For purposes of this Section 7.c, the term “good and sufficient cause” shall include, but not be limited to, any one or more of the following:

- (1) Physician’s failure to maintain any of the Qualifications.
- (2) A determination is made by the CGB that there is an immediate and significant threat to the health or safety of any patient as a result of the services provided by Physician, or as a result of Physician’s medical misconduct or other gross neglect in the provision of professional services.
- (3) Any felony indictment naming Physician or conviction of a felony by Physician.
- (4) Any investigation for any alleged violation or violation by Physician of any Medicare or Medicaid statutes, 42 U.S.C. § 1320a-7b (the “**Anti-Kickback Statute**”), 31 U.S.C. § 3729 (the “**False Claims Act**”), 42 U.S.C. § 1395nn (the “**Stark Law**”), or the regulations promulgated pursuant to such statutes, or any similar federal, state or local statutes or regulations promulgated pursuant to such statutes.
- (5) Physician’s ineligibility to be insured against medical malpractice.
- (6) Physician does not satisfactorily pass the Review, except in the instance where Physician satisfies the remedial action requested.
- (7) Any dishonest or unethical behavior by Physician that results in damage to or discredit upon Group.
- (8) Any intentional conduct or action by Physician that negatively affects the ability of Group to deliver Services to any Facility or any other facility.
- (9) Physician’s violation of the Clinician Code of Conduct of Group or failure to comply with any clinical practice guidelines as may be established by Group from time to time.
- (10) Physician no longer meets the requirements to be a Physician-Partner as such requirements may, from time to time, be established or modified by the CGB.
- (11) Physician’s violation of Section 9.

(d) In the event either party shall give written notice to the other party that such other party has substantially defaulted in the performance of any material duty or material obligation imposed upon it by this Agreement, and such default shall not have been cured within thirty (30)

days following receipt of such notice, the non-defaulting party shall have the right to immediately terminate this Agreement. For purposes of this subsection (d), a default shall include Physician ceasing to be a member in good standing of the Medical Staff of any of the Facilities at which Physician is assigned to render Services by the CGB.

(e) In the event that there shall be a change in federal or state law, the Medicare or Medicaid statutes, regulations, or general instructions (or in the application thereof), the adoption of new legislation or regulations applicable to this Agreement, or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the ability of Group to obtain reimbursement for Services rendered by Physician, then either party may by notice propose an amendment to conform this Agreement to existing laws. If notice of such a change or an amendment is given and if Group and Physician are unable within ninety (90) days thereafter to agree upon the amendment, then either party may terminate this Agreement by ninety (90) days' notice to the other, unless a sooner termination is required by law or circumstances.

(f) This Agreement shall automatically terminate upon the death of Physician.

(g) This Agreement shall terminate upon written notice by either party in the event Physician becomes disabled, as further described in Section 8.

(h) Upon termination of this Agreement for any reason whatsoever, Physician shall submit to Group within five (5) days of such termination all outstanding charges for professional services rendered by Physician on behalf of Group. Group shall have the right to withhold any earned, but unpaid compensation for services rendered by Physician through the effective date of termination, until such time as Physician has submitted to Group all outstanding charges for professional services rendered by Physician on behalf of Group.

(i) Except as otherwise provided herein, upon termination of this Agreement for any reason, Physician shall be entitled to Physician's earned, but unpaid compensation for Services rendered by Physician through the effective date of termination, as determined in accordance Schedule 4. In the event of the death of Physician, such amounts shall be paid to Physician's estate.

(j) Immediately upon termination of this Agreement, Physician shall surrender all keys, identification badges, telephones, pagers, computers and any other property of Group in the possession of Physician.

(k) Physician agrees and acknowledges that upon termination of this Agreement for any reason, Group shall submit Physician's Resignation (as such term is defined in Schedule 9) to any Facility at which Physician maintains medical staff privileges.

(l) Physician agrees and acknowledges that Group will suffer significant damages if Physician terminates his or her employment without cause with less than one hundred eighty (180) days advance notice to Group as a result of, among other things, the difficulty and associated costs of recruiting and credentialing a new replacement physician. Physician agrees that if Physician terminates this Agreement with less than one hundred eighty (180) days advance notice to Group, Physician shall pay to Group all costs and expenses Group incurs in obtaining locum tenens coverage as an interim replacement for Physician in recruiting a permanent replacement.

8. Disability of Physician. Upon determination by the CGB of the Disability of Physician that no reasonable accommodation may be made to perform the essential functions of a physician as stated in Section 3, this Agreement may be immediately terminated by Group upon written notice to Physician. The term “Disability of Physician” shall have the same meaning as that type of disability that entitled Physicians to payments for permanent disability pursuant to the disability policy covering Physician. In the event no disability policy exists covering Physician, the term “Disability of Physician,” as used herein, shall mean that point in time when Physician is unable to resume the essential functions required of Physician under this Agreement, as performed prior to such time, within one hundred and eighty (180) days after the disabling event. If the disabling event is not a separate and distinct happening, the 180-day period shall begin at the time Physician is unable to perform the essential functions of the position as stated in Section 3 for thirty (30) consecutive work days. Additionally, Physician shall be considered disabled if he/she does not perform his/her duties for one-hundred and eighty (180) days during a three hundred sixty (360) day period. If the CGB determines that Physician is not performing his/her duties because of a physical or medical condition, then Physician shall submit to a physical and/or mental examination of two (2) independent physicians selected by the CGB reasonably in good faith to determine the nature and extent of such condition and Physician agrees to be bound by such determination.

9. Non-Disclosure, Non-Solicitation and Non-Competition. Physician shall comply with the non-disclosure, non-solicitation and non-competition covenants set forth on Schedule 9.

10. Assignment of Intellectual Property. Physician shall promptly and fully disclose all Intellectual Property to Group. Physician hereby assigns and agrees to assign to Group (or as otherwise directed by Group) Physician’s full right, title and interest in and to all Intellectual Property. At Group’s sole cost and expense, Physician agrees to execute any and all applications for patents, copyrights and/or other proprietary rights, and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by Group to assign all Intellectual Property to Group and to permit Group to enforce any patents, copyrights and/or other proprietary rights to the Intellectual Property. All copyrightable works that Physician creates shall be considered “work made for hire” for the sole benefit of Group. For purposes of this Section 10, “**Intellectual Property**” shall mean inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by Physician (whether alone or with others, whether or not during normal business hours or on or off Group premises) during Physician’s employment with Group that either (a) relates to the business of Group (including administering anesthesia to patients) or (b) makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities). Physician may exclude from the definition of Intellectual Property and any obligations relating thereto, inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) developed by Physician (i) prior to the date of this Agreement, which are identified on Schedule 10 attached hereto and (ii) after the date of this Agreement in connection with Physician’s engagement in outside professional activities that have been approved by the CGB or that have been undertaken entirely on Physician’s own time unless, in the case of this clause (ii), Physician makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities) in connection with such development (collectively, “**Excluded IP**”). Physician will promptly advise Group in writing of any Excluded IP that Physician develops or proposes to develop after the date of this Agreement that is not set forth on Schedule 10 and provide such information and assurances as Group may reasonably request to determine whether or not such Intellectual Property

constitutes Excluded IP hereunder. If Group determines that such Intellectual Property does not constitute Excluded IP hereunder, Group will notify Physician in writing thereof within 30 days after receiving such notice, information and assurances, provided, that if Group does not notify Physician in writing within 30 days after receiving such notice, information and assurances, then such Intellectual Property shall be considered Excluded IP hereunder to the extent such Intellectual Property satisfies the requirements of Excluded IP set forth above.

11. Right of Offset. If Physician's employment with Group is terminated for any reason, Group shall have the right to offset against any compensation (earned, but unpaid or otherwise) or other amounts due to Physician under this Agreement or otherwise, any indebtedness, whether or not evidenced by a promissory note and whether or not mature or due and payable, owed by Physician to Group.

12. Miscellaneous.

(a) Factual Information: Physician represents and warrants that any and all factual information furnished by Physician to Group will be true and accurate in every material respect as of the date on which such information is furnished.

(b) Authority: Physician has full power and authority to enter into this Agreement and perform all obligations under this Agreement. The execution and performance of this Agreement by Physician will not constitute a breach or violation of any covenant, agreement or contract to which Physician is a party or by which Physician is bound.

(c) Assignment; Benefit: This Agreement and the rights and duties of Physician hereunder may not be assigned by Physician without the prior written consent of Group. Group may assign this Agreement or any and all rights or obligations hereunder, without the prior written consent of Physician, to any legal entity owned or controlled by or under common control with Group if, as a mandatory condition to such assignment, the assignee entity, commiserate with the assignment, adopt and agree in writing to be bound to and by the then current USAP South Texas Clinical Governance Board Charter and PRCS. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.

(d) Compliance: Group and Physician expressly agree that nothing contained in this Agreement shall require Group or Physician to refer or admit any patients to any of the Facilities or to any other individual entities. Physician agrees to use Physician's best efforts to ensure Physician's activities are in full compliance with all rules and regulations including, but not limited to, the rules and regulations relative to the Medicare and Medicaid programs, and the rules and regulations relative to any applicable private payor programs. Physician further agrees to immediately report any violations of such rules or regulations observed by Physician to the person(s) designated in Group's compliance policies and procedures.

(e) Invalid Provision: The invalidity or unenforceability of a particular provision, paragraph, subparagraph, sentence or term of this Agreement shall not affect the other provisions, paragraphs, subparagraphs, sentences or terms hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision, paragraph, subparagraph, sentence or term was omitted.

(f) Modification: No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto; provided, however, if Physician no longer qualifies as a Physician-Partner and the CGB has elected to change such Physician's designation from being a Physician-Partner, then without any action required by Physician (i) all references herein to Physician-Partner (other than such references in Schedule 9) shall mean a physician other than a Physician-Partner, (ii) such Physician shall no longer have the right to serve on the Clinical Governance Board or any other voting rights associated with being a Physician-Partner, (iii) Recital D herein shall be deemed to be intentionally omitted and (iv) such Physician shall receive a new compensation plan from Group pursuant to which Physician shall receive compensation for the services provided hereunder, to be attached hereto as a revised Schedule 4.

(g) Waiver: The waiver by either party or the CGB of a breach or violation of any provision of this Agreement will not operate as, or be construed to constitute, a waiver by such party of any subsequent breach of the same or other provision hereof.

(h) Third Party Beneficiary: The CGB is an express third-party beneficiary of this Agreement and shall have the right to enforce its rights hereunder in accordance with the applicable laws of the State as if it was a party hereto.

(i) Notice: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered, or if sent by certified return receipt mail, postage prepaid, to the addresses set forth below, unless otherwise notified in writing:

GROUP:

w/a copy to:

U.S. Anesthesia Partners of Texas, P.A.
1500 City West Blvd, Suite 300
Houston, TX 72042
Attn: Sr. Vice President – Operations

U.S. Anesthesia Partners, Inc.
12222 Merit Drive, Suite 700
Dallas, TX 75251
Attn: General Counsel

PHYSICIAN:

Current address on file with Human Resources

(j) Applicable Law and Venue: This Agreement shall be governed, construed, enforced and regulated under and by the laws of the State. Each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of the state and Federal courts of Bexar County, Texas, and any appellate court from such court, in any action or proceeding arising out of or relating to this Agreement.

(k) Legal Fees and Costs: In the event that either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such legal expenses, including without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

(l) Entire Agreement: This Agreement, the Schedules attached hereto and the PRCS constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces any prior employment agreements and/or arrangements, oral or otherwise, between the parties hereto and any prior statements, representations or warranties not

expressly incorporated herein. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the statements, representations and agreements contained in this Agreement and no others.

(m) Survivability: The provisions of Sections 3(g), 4, 5, 9, 10, 11 and 12, Schedule 4 and Schedule 9 shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, except as otherwise expressly set forth on Schedule 9, the non-compete and non-solicit covenants of Physician with respect to Schedule 9 shall terminate upon Physician's payment of the Buy-Out Amount as further described in Schedule 9. In addition, the duration of the covenants contained in this Agreement shall be tolled during the continuation of any breach or violation and will continue or commence again only upon Physician's strict compliance with such covenants.

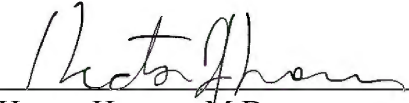
(n) Rule of Interpretation: The general rule that an agreement is to be interpreted against the drafter of an agreement in the case of an ambiguity is not to be recognized hereunder, as this Agreement was developed by the mutual consent and negotiation of the parties. The fact that this Agreement was actually prepared by counsel for one of the parties was merely as a matter of convenience for all of the parties. For purposes of this Agreement, the term "affiliate" shall mean means, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified person or entity; provided that U.S. Anesthesia Partners, Inc. and its affiliates shall be deemed an Affiliate of Group, the term "control" when used with respect to any person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have correlative meanings.

(o) Effective Date. For the avoidance of doubt, this Agreement shall only be effective upon the date of the occurrence of the Effective Time (as defined in the Agreement and Plan of Merger (the "**Merger Agreement**") dated as June 11, 2019 among U.S. Anesthesia Partners Holdings, Inc., the Practice and the other parties thereto) (the "**Effective Date**"). In the event that the Merger Agreement is terminated, this Agreement shall automatically terminate and be of no further force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

U.S. ANESTHESIA PARTNERS OF TEXAS, P.A.

By: 

Name: Hector Herrera, M.D.

Title: President

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

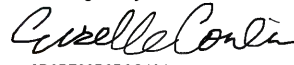
GROUP:

U.S. ANESTHESIA PARTNERS OF TEXAS,
P.A.

By: _____
Name:
Title:

PHYSICIAN:

Giselle Conlin

DocuSigned by:

6D2B790B3B0C404

Schedule 10

Carved-Out Intellectual Property

Intellectual Property developed prior to the Agreement and excluded from Section 10:

None.

SCHEDULE 4

COMPENSATION, PHYSICIAN BENEFITS, BUSINESS EXPENSES AND PROFESSIONAL LIABILITY INSURANCE

Compensation

Group shall pay to or for the benefit of Physician compensation for the Services in an amount determined under the USAP South Texas Compensation Plan, as such plan may be amended from time to time. Physician agrees and acknowledges that Group shall only be required to exercise its normal billing procedures with respect to collecting Group's accounts receivable and will not be required to institute judicial or other procedures or any other action to collect any accounts receivable.

Physician Benefits

Physician shall be entitled to those benefits and time off which are customarily offered to similarly situated Physician-Partners under Group's employee benefits plans, subject to meeting any eligibility requirements imposed by such plans. Physician agrees and acknowledges that Group may modify its benefits plans from time to time, provided such modifications apply to all similarly situated Physician-Partners.

Business Expenses

Group shall reimburse Physician for business expenses incurred by Physician in fulfilling his or her responsibilities under this Agreement and as set forth in Group's separate business expense reimbursement policy, as such policy may be amended by Group from time to time.

Professional Liability Insurance

Group shall purchase, maintain and pay all premiums for malpractice insurance insuring Group and Physician, with such limits of coverage and with such insurer as shall be determined by Group from time to time.

In the event Group changes to a "claims made" policy in the future, upon the termination of Physician's employment with Group for any reason, Physician shall be responsible for purchasing "tail" coverage to ensure continuous coverage to Physician and Group for the Services rendered by Physician under this Agreement.

SCHEDULE 9

NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS
AND NON-COMPETE AND NON-SOLICIT AGREEMENT

Physician recognizes that Group's decision to enter into this Agreement is induced primarily because of the covenants and assurances made by Physician in this Agreement, that Physician's covenant not to compete and not to solicit is necessary to ensure the continuation of the business of Group and the reputation of Group, as well as to protect Group from unfair business competition, including but not limited to, the improper use of Confidential Information (as defined below), and that irrevocable harm and damage will be done to Group if Physician unlawfully competes with Group. Therefore, in consideration of the promises contained herein, including without limitation those related to Confidential Information, except as may be otherwise expressly provided in this Agreement, the Physician agrees as follows:

1. Non-Competition: During the Term and for a period of two (2) years following termination of this Agreement (for whatever reason) (the "**Restricted Period**"), Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services within five (5) miles of any Facility. For purposes of this Schedule 9, "**Person**" shall mean any individual (including Physician), any association, corporation, company, trust, partnership or other entity.
2. Non-Competition (Group): During Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services at any hospitals, facilities or other locations (other than a Facility) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group provided Services during the Term.
3. Non-Solicit: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) solicit any past or current patient to whom Physician or any other Affiliated Clinician provided Services during the Term ("**Patient**"), or immediate family member of such Patient, for purposes of inducing the Patient to become a patient of Physician or any other Person; (ii) solicit any physician (including surgeons) for which Physician or any other Affiliated Clinician provided Services to such physician's patients at any time during the Term, for purposes of inducing such physician to consult with or utilize Physician or any other Person in the care of such physician's patients; (iii) solicit any Facility for the purpose of obtaining any contractual relationship with such Facility for Physician or any other Person; or (iv) solicit for employment, or employ or engage, any individual who is employed by Group (1) in the case of each day during the Term, within the twelve (12) month period prior to such day and (2) in the case of the period following the termination of this Agreement, within the twelve (12) month period prior to the date of

such termination, to perform services on behalf of Physician or any other Person that provides Services. Notwithstanding the foregoing, Group shall (x) permit Physician to have access to a list of the Patients whom Physician has seen or treated within one (1) year of termination of this Agreement; and (y) provide Physician (A) access to the medical records of the Patients whom Physician has seen or treated upon authorization of the Patient in the same form as maintained or available to Group; and (B) any copies of the medical records for a reasonable fee as established by the Texas State Board of Medical Examiners under the Texas Medical Practice Act (Texas Occupations Code Section 159.008). Any access to a list of Patients or to Patients' medical records after termination of this Agreement shall not include such list or records to be provided in a format different than that by which such records are maintained except by mutual consent of the parties to this Agreement.

4. Non-Interference; Administrative Services: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) call on or solicit any Facility, employee, independent contractor or other Person who has a contractual relationship with Group for the purpose of persuading or attempting to persuade such Person to cease doing business with or performing services for, or materially reduce the volume of, or adversely alter the terms with respect to, the business or services that such Person does with or performs for Group or any affiliate thereof or in any way otherwise interfere with the relationship between any such Facility, employee, independent contractor or other Person, on the one hand, and Group or any affiliate thereof, on the other hand, or (ii) provide management, administrative or consulting services to any Person that provides Services within five (5) miles of any of the Facilities. This provision shall survive the payment of the Buy-Out Amount.

5. Continuing Care. Physician shall not be prohibited from providing continuing care and treatment to a specific Patient or Patients during the course of an acute illness at any time, including following termination of this Agreement or Physician's employment. Following such termination, Physician understands and agrees that Physician will not be permitted to utilize Facility premises, staff, supplies and/or any other Facility-owned resource, unless failure to do so would compromise an acute patient's health and well-being, in which case Group, in its sole discretion, will provide written authorization to Physician on a case-by-case basis so that Physician may treat such Patient at the appropriate Facility, and even then, only to the extent and of such duration, that the acute nature of the Patient's condition requires.

6. Buy-Out Exception. Physician may be released of the non-competition and non-solicitation provisions contained in Section 1, Section 2 and Section 3 of this Schedule 9 upon payment by Physician to Group of a reasonable price prior to a breach by Physician. The parties acknowledge, and hereby decline and waive, their option to have the reasonable price of the buy-out determined by an arbitrator, whether selected by the parties or a court of competent jurisdiction. The parties agree that a reasonable price shall be the amount equal to 200% of the Net Revenue per Physician Partner (the "**Buy-Out Amount**"). For purposes of this Schedule 9, "**Net Revenue per Physician Partner**" shall mean a dollar amount equal to (a) the total net revenue of the Star Divisions for the most recent twelve (12) month period (and for any period within twelve (12) months of the Effective Date the product obtained by multiplying (a) the quotient obtained by dividing (x) the total net revenue of the Star Division from the Effective Date to the determination date by (y) the number of days in the period from the Effective Date to the determination date by (b) 365), as determined in accordance with generally accepted accounting principles and reflected on the financial statements for Star

Divisions maintained by Group divided by (b) the average number of Physician-Partners employed by Group who are assigned to Star Divisions during the most recent twelve (12) month period. Physician and Group agree that the Buy-Out Amount is reasonable because it reflects the lost productivity and profit opportunity of Group during the Restricted Period during which Physician would otherwise not be competing with Group, and additionally compensates Group for the risk that Physician recruits away from Group physicians or other clinical staff or Facilities in which Group has made a significant investment. The parties further agree that the Buy-Out Amount is reasonable because Group's physician-partners practice in groups, are more likely to depart in groups, oversee other employed physicians and CRNAs and have developed practice patterns, relationships, protocols and the Confidential Information in a group setting that together support a Buy-Out Amount calculated on the basis of all physician-partner revenues in particular divisions, not just the individual Physician's revenues or compensation.

7. Resignation of Privileges. Physician further agrees to relinquish Physician's privileges to practice anesthesiology and to treat chronic pain at each of the Facilities upon termination of this Agreement for any reason. In connection herewith, Physician shall execute the resignation attached hereto and incorporated herein by reference as Exhibit 9-A (the "**Resignation**"), and in the event of termination of this Agreement for any reason whatsoever, Physician hereby authorizes Group to deliver such Resignation to the Facilities. Notwithstanding the foregoing, if such Resignation would result in a reportable event to the State Board of Medical Examiners or the National Practitioner Data Bank, Group will forgo delivering the Resignation to the applicable Facility and the termination of Physician's privileges at such Facility shall be conducted in conformance with any applicable fair hearing rights set forth in the then current medical staff bylaws at the applicable Facility, or shall be delivered after the conclusion of investigation or other inquiry that would result in the Resignation becoming a reportable event.

8. Confidentiality. As of the date of the execution of this Agreement and during the course of the Physician's employment, in order to allow Physician to carry out Physician's duties hereunder, Group has provided and will continue during the Term to provide to Physician Confidential Information. Physician agrees to keep confidential and to not use or disclose to others during the Term and thereafter, except as expressly consented to in writing by Group, required by law or authorized under this Agreement, any Confidential Information. This restriction shall not apply to such information if Physician can establish that such information (i) has become generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by Physician or Physician's affiliates, advisors, or representatives), (ii) has become available to Physician on a non-confidential basis from a source other than Group and its affiliates, advisors, or representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy of Group of which Physician has knowledge, or (iii) has already been or is hereafter independently acquired or developed by Physician without use of or reference to any Confidential Information. Should Physician leave the employment of Group, Physician will neither take nor retain, without prior written authorization from Group, any Confidential Information. Physician further agrees to destroy any paper or electronic copies of Confidential Information, including information contained on any personal device, upon the request of Group. For purposes of this Schedule 9, "**Confidential Information**" shall mean any financial, accounting and statistical information, marketing plans, business plans, feasibility studies, fee schedules or books, reimbursement rates, billing information, patient files, confidential technology, proprietary information, patient lists, policies and procedures or trade secrets of Group or U.S. Anesthesia Partners, Inc., its affiliates or managed practices ("**USAP**"), or other papers, reports, records, memoranda, documents, files, discs, or copies thereof pertaining to Group's patients or Group's or

USAP's business, sales, financial condition or products, or any matter or thing ascertained by Physician through Physician's affiliation with Group, the use or disclosure of which matter or thing might reasonably be construed to be contrary to the best interests of Group or USAP.

9. Exceptions to Confidentiality.

a. It shall not be a breach of Physician's covenants under Schedule 9 if a disclosure is made pursuant to a court order, a valid administrative agency subpoena, or a lawful request for information by an administrative agency. Physician shall give Group prompt notice of any such court order, subpoena, or request for information.

b. Physician shall not be prohibited from releasing any Confidential Information to Physician's legal counsel or financial advisors, provided that such advisors are under a legal obligation of confidentiality with respect to the Confidential Information.

c. Nothing in this Agreement prohibits Physician from reporting an event that Physician reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as Securities and Exchange Commission or Department of Justice), requires notice to or approval from Group before doing so, or prohibits Physician from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information provided the disclosure complies with the limitations set forth in the 2016 Defend Trade Secrets Act (DTSA). Physician is hereby provided notice that under the DTSA, (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (a) is made in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) is made in a complaint or other documented filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

10. Enforcement. Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action asserted by Physician against Group, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of Section 1, Section 2, Section 3, Section 4 or Section 8 of this Schedule 9. It is understood by and between the parties hereto that the covenants set forth in Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 are essential elements of this Agreement, and that, but for the agreement of Physician to comply with such covenants, Group would not have agreed to enter into this Agreement. Group and Physician agree that the foregoing covenants are appropriate and reasonable when considered in light of the nature and extent of the practice conducted by Group. If any provision or subdivision of this Agreement, including, but not limited to, the time or limitations specified in or any other aspect of the restraints imposed under Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9, is found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable, any such portion shall nevertheless be enforceable to the extent such court shall deem reasonable, and, in such event, it is the parties' intention, desire and request that the court reform such portion in order to make it enforceable. In the event of such judicial reformation, the parties agree to be bound by Section 1,

Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 as reformed in the same manner and to the same extent as if they had agreed to such reformed Sections in the first instance. Without limiting other possible remedies to Group for the breach of any covenant contained in this Schedule 9, Physician agrees that injunctive or other equitable relief shall be available to enforce such covenant, such relief to be without the necessity of posting a bond, cash, or otherwise.

EXHIBIT 9-A

RESIGNATION

By signing below, I, _____ hereby agree to automatically resign my medical staff privileges at _____ (“Facility”) effective as of the termination of my employment with U.S. Anesthesia Partners of Texas, P.A. for any reason or upon the termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility. In such event, I further waive any due process, notice, hearing and review rights I may have under the Facility’s medical staff Bylaws. Upon termination of my employment or termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility, U.S. Anesthesia Partners of Texas, P.A. is hereby authorized to complete a copy of this resignation for the Facility and deliver a copy of this resignation to the medical staff office of such Facility.

Name: _____

Date: _____

EXHIBIT C

PHYSICIAN PARTNER EMPLOYMENT AGREEMENT

This PHYSICIAN PARTNER EMPLOYMENT AGREEMENT (the “**Agreement**”) is entered into by and between U.S. Anesthesia Partners of Texas, P.A., a Texas professional association (“**Group**”) and Janna Hartman, M.D. (“**Physician**”).

RECITALS

- A. Group is a Texas professional association authorized to practice medicine in the State of Texas (the “**State**”) that provides professional anesthesiology services (including any specialty thereof), pain management, anesthesia related consulting, management and administrative services (“**Services**”) to patients at inpatient and outpatient facilities.
- B. Physician is a licensed physician authorized to practice medicine in the State and Group desires to hire Physician to perform the Services at some or all of the Facilities (as defined below) on behalf of Group as set forth herein.
- C. Certain clinical operations of Group including, but not limited to, making certain determinations and decisions regarding the modification and termination of this Agreement, are managed and overseen by the USAP South Texas Clinical Governance Board (the “**CGB**”) established by the Plan Regarding Compensation for Services (USAP South Texas) dated as of September 6, 2019, as such plan may be amended, modified, replaced or superseded (the “**PRCS**”).
- D. Physician is acknowledged as a “Physician-Partner” (as such term is defined in the PRCS) within the CGB.
- E. It is determined to be to the mutual advantage of Group and Physician to enter into this Agreement as set out herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and Physician’s specific agreement to the terms of Schedule 9, attached hereto and incorporated herein by reference, and the monies to be paid hereunder, Group agrees to hire Physician and Physician agrees to work for Group upon the following terms and conditions:

1. Recitals Approved; Schedules Incorporated; CGB Authority. The above recitals are true and correct and are made a part hereof. Schedule 4, Schedule 9 and Exhibit 9-A, which are attached hereto, are hereby incorporated into this Agreement by reference. Notwithstanding any provision or provisions to the contrary, the parties agree that the rights and duties of the Group are limited by the USAP South Texas Clinical Governance Board Charter, and specifically, but not limited to, Group’s exercise of its right related to the termination of the Physician, Physician’s staffing obligations at Facilities, Physicians use of mid-level or other clinical providers, Physician’s paid time off, call obligations and Physician’s scheduling. Accordingly, any reference to the Group herein, includes and requires, where applicable, the Group to obtain the CGB’s specific consent as provided in the USAP South Texas Clinical Governance Board Charter before Group may exercise its rights hereunder.

2. Qualifications; Notifications.

(a) At all times during the Term (as defined in Section 7) of this Agreement, Physician shall meet the following qualifications: (i) maintain an unrestricted license to practice medicine in the State (including an “Office Based Anesthesia” permit if required by Group); (ii) maintain an unrestricted DEA permit; (iii) maintain board certification or eligibility with the American Board of Anesthesiology; and (iv) be eligible to be a participating provider with Medicare and Medicaid. The foregoing shall collectively be referred to as the “**Qualifications**”. Physician agrees and acknowledges that Physician’s employment by Group is contingent upon Physician continuously meeting the Qualifications. In addition, Physician shall maintain unrestricted medical staff membership and clinical privileges in good standing on the Medical Staff of each Facility as directed by Group.

(b) Physician shall notify Group, no later than forty-eight (48) hours of: (i) the initiation of any action to suspend, restrict, deny, relinquish or revoke (A) Physician’s license to practice medicine in the State or any other state in which Physician holds a license to practice medicine; (B) Physician’s medical staff privileges at any Facility; or (C) Physician’s DEA permit; or (ii) Physician’s receipt of notice of (A) the initiation of any disciplinary proceeding or adverse action involving Physician with respect to any medically related matter before any administrative agency or governmental body; (B) the intent to file or the actual filing of any medically related liability action involving Physician in any capacity; or (C) any arrest, indictment, conviction, guilty plea or plea of nolo contendere for any criminal conduct or other crime involving dishonesty or moral turpitude naming Physician. Physician shall provide Group with copies of any such complaints, notices, charges, lawsuits and related non-privileged documents promptly upon request of Group.

(c) For purposes of this Agreement, “**Facilities**” mean all hospitals, facilities and other locations (i) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group and who are or were assigned to a Star Division (as defined in the PRCS (as defined below)) (individually a “**Star Clinician**”) provided Services during the Term, (ii) that are located in the same county as a hospital, facility or other location described in the foregoing clause (i) or in any county contiguous to such county and at which clinicians who are or were employed by or have or had an independent contractor relationship with Group (individually a “**Related Star Clinician**” and collectively with the Star Clinicians the “**Affiliated Clinicians**”) provided Services during the Term, (iii) at which Group had a contract in effect for any (x) Star Clinicians to render Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iii)(x) or in any county contiguous to such county, and (iv) at which Group has been in active negotiations for (x) Star Clinicians to provide Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iv)(x) or in any county contiguous to such county.

3. Duties of Physician.

(a) Physician is employed by Group to use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to

time to maintain full-time status for a Physician-Partner (which requirements will be set forth on Schedule II to the PRCS); provided that if Physician notifies Group in writing that Physician desires to work part-time from after a specified date that is at least twelve (12) months after the date that such notice is delivered (the “**Part-Time Start Date**”) and the CGB approves Physician working part-time, then from and after the Part-Time Start Date, in lieu of Physician rendering such Services on a full-time basis, Physician shall use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to time to maintain part-time status for a Physician-Partner (which requirements will be set forth on Schedule I to the PRCS). Physician shall not, without the prior written consent of the CGB and Group, which may in the CGB’s and Group’s sole discretion be withheld or conditioned upon Physician meeting other requirements, engage in the provision of professional medical services other than Services provided pursuant to this Agreement. Physician acknowledges and agrees that, except as otherwise agreed by the CGB and Group, Physician must meet the minimum requirements of a Physician-Partner as defined by the PRCS from time to time in order for Physician to maintain Physician’s status as a Physician-Partner. At all times while Physician is an employee of Group, Physician shall retain independent discretion and shall exercise professional judgment consistent with generally accepted medical practices, the ethical standards of the Texas and American Medical Associations and the professional standards of Group, in the provision of Services at the Facilities. Physician’s duties shall include but not be limited to (i) examination, evaluation and treatment of patients; (ii) participation in Group’s on-call rotation for after-hours coverage; (iii) participation in Group’s indigent and charity care programs; and (iv) such other duties as may reasonably be assigned by Group from time to time.

(b) Physician shall perform all Services in accordance with (i) this Agreement; (ii) the bylaws, rules and regulations of the Medical Staff of each Facility at which Physician renders Services; (iii) the terms and conditions of any contractual arrangement regarding the performance of Services between Group and the applicable Facility (upon written request, a summary of the material and relevant terms of any such agreement shall be provided to Physician); and (iv) any applicable policies and procedures established by the CGB and/or Group, including but not limited to the Group’s Clinical Code of Conduct and Conflict of Interest Policy.

(c) Physician agrees and acknowledges that the CGB may conduct a review of Physician’s ability to safely perform Services at any time (“**Review**”).

(d) Physician shall assist in providing supervision of physician assistants, nurses, nurse anesthetists, anesthesiology assistants and other non-physician health care personnel providing services on behalf of Group. All such non-physician personnel shall be under Physician’s control and direction in the performance of health care services for patients treated by Physician.

(e) Physician shall provide Services on a nondiscriminatory basis and may not refuse to provide medical services to any patient accepted by Group.

(f) Physician shall participate in, and cooperate with Group in connection with, the quality assurance and risk management program(s) developed by Group. Physician shall also be subject to and actively participate in any utilization review program(s) developed by or on behalf of Group.

(g) Physician agrees and acknowledges that many of the contractual arrangements Group holds with the Facilities are exclusive in nature and, as a result, require the automatic termination of medical staff membership and clinical privileges for all of Group's providers upon termination of the contractual arrangement. Physician hereby agrees and consents to the foregoing and further waives any due process, notice, hearing and review rights he/she may have under such Facility's medical staff bylaws upon termination of Group's contractual relationship with Facility or upon Physician's termination of employment with Group for any reason.

4. Compensation, Benefits, and Expense Reimbursement. Group shall pay to or for the benefit of Physician as compensation and/or benefits for the Services performed by Physician the amounts set forth on Schedule 4. In addition, Group shall provide Physician benefits and business expense reimbursements as set forth on Schedule 4. Group shall provide, or cause to be provided, all space, equipment, supplies, non-physician health care personnel and clerical, administrative and other personnel as are reasonably necessary and appropriate, consistent with Group's past practices and the CGB's recommendations, for Physician's performance of Services on behalf of Group.

5. Fees. Group shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to patients by Group. All sums paid by any patient of Group in the way of fees, salary, or otherwise for medical services rendered by Physician shall be and remain payments of Group and shall be included in Group's income. Physician hereby assigns to Group all rights to bill for Services rendered by Physician and shall execute any additional documentation as may be requested by Group documenting such assignment. In the event Physician receives any amounts from any patients, third party payors or other third parties which are the property of Group, Physician shall immediately endorse and deliver the same to Group.

6. Patients, Medical Records. Group shall have the authority to determine who will be accepted as patients of Group. Group also shall have the authority to designate, or to establish a procedure for designating, which professional physician of Group will handle each such patient. Physician shall, in accordance with policies developed by or on behalf of Group, timely prepare all medical records in respect of patients treated by Physician. All medical records generated in respect of patients treated by Physician or any other physician engaged by Group during the Term shall be and remain the property of Group or Facilities, as appropriate, and shall be maintained at the Facilities; provided, however, that Physician shall have such right of access to such medical records as shall be provided by law. In addition, Physician shall timely prepare and deliver such other records and reports relating to the operations of Group as Group may reasonably request. Physician shall abide by all state and federal laws regarding the confidentiality of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transaction Standards (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act of 2009 enacted as part of the American Recovery and Reinvestment Act of 2009.

7. Term and Termination. The term of this Agreement will commence on the September 6, 2019 and will continue thereafter until terminated as provided herein (the "**Term**").

(a) This Agreement may be terminated upon the mutual written agreement of the parties.

(b) Physician may terminate this Agreement without cause upon the delivery of one hundred eighty (180) days prior written notice to Group. Group may terminate this Agreement

without cause upon the delivery of ninety (90) days prior written notice to Physician; provided that during such ninety (90) day notice period, Group may elect, in its sole discretion, to remove Physician from the schedule and to pay any remaining amounts due to Physician for the remainder of such notice period.

(c) Group may terminate this Agreement for good and sufficient cause. Such termination shall be effective upon the delivery of written notice thereof to Physician or at such later time as may be designated in said notice, and Physician shall cease performance of Services hereunder and vacate the offices of Group and the Facilities on or before such effective date. The written notice shall specify the cause for termination. For purposes of this Section 7.c, the term “good and sufficient cause” shall include, but not be limited to, any one or more of the following:

- (1) Physician’s failure to maintain any of the Qualifications.
- (2) A determination is made by the CGB that there is an immediate and significant threat to the health or safety of any patient as a result of the services provided by Physician, or as a result of Physician’s medical misconduct or other gross neglect in the provision of professional services.
- (3) Any felony indictment naming Physician or conviction of a felony by Physician.
- (4) Any investigation for any alleged violation or violation by Physician of any Medicare or Medicaid statutes, 42 U.S.C. § 1320a-7b (the “**Anti-Kickback Statute**”), 31 U.S.C. § 3729 (the “**False Claims Act**”), 42 U.S.C. § 1395nn (the “**Stark Law**”), or the regulations promulgated pursuant to such statutes, or any similar federal, state or local statutes or regulations promulgated pursuant to such statutes.
- (5) Physician’s ineligibility to be insured against medical malpractice.
- (6) Physician does not satisfactorily pass the Review, except in the instance where Physician satisfies the remedial action requested.
- (7) Any dishonest or unethical behavior by Physician that results in damage to or discredit upon Group.
- (8) Any intentional conduct or action by Physician that negatively affects the ability of Group to deliver Services to any Facility or any other facility.
- (9) Physician’s violation of the Clinician Code of Conduct of Group or failure to comply with any clinical practice guidelines as may be established by Group from time to time.
- (10) Physician no longer meets the requirements to be a Physician-Partner as such requirements may, from time to time, be established or modified by the CGB.
- (11) Physician’s violation of Section 9.

(d) In the event either party shall give written notice to the other party that such other party has substantially defaulted in the performance of any material duty or material obligation imposed upon it by this Agreement, and such default shall not have been cured within thirty (30)

days following receipt of such notice, the non-defaulting party shall have the right to immediately terminate this Agreement. For purposes of this subsection (d), a default shall include Physician ceasing to be a member in good standing of the Medical Staff of any of the Facilities at which Physician is assigned to render Services by the CGB.

(e) In the event that there shall be a change in federal or state law, the Medicare or Medicaid statutes, regulations, or general instructions (or in the application thereof), the adoption of new legislation or regulations applicable to this Agreement, or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the ability of Group to obtain reimbursement for Services rendered by Physician, then either party may by notice propose an amendment to conform this Agreement to existing laws. If notice of such a change or an amendment is given and if Group and Physician are unable within ninety (90) days thereafter to agree upon the amendment, then either party may terminate this Agreement by ninety (90) days' notice to the other, unless a sooner termination is required by law or circumstances.

(f) This Agreement shall automatically terminate upon the death of Physician.

(g) This Agreement shall terminate upon written notice by either party in the event Physician becomes disabled, as further described in Section 8.

(h) Upon termination of this Agreement for any reason whatsoever, Physician shall submit to Group within five (5) days of such termination all outstanding charges for professional services rendered by Physician on behalf of Group. Group shall have the right to withhold any earned, but unpaid compensation for services rendered by Physician through the effective date of termination, until such time as Physician has submitted to Group all outstanding charges for professional services rendered by Physician on behalf of Group.

(i) Except as otherwise provided herein, upon termination of this Agreement for any reason, Physician shall be entitled to Physician's earned, but unpaid compensation for Services rendered by Physician through the effective date of termination, as determined in accordance Schedule 4. In the event of the death of Physician, such amounts shall be paid to Physician's estate.

(j) Immediately upon termination of this Agreement, Physician shall surrender all keys, identification badges, telephones, pagers, computers and any other property of Group in the possession of Physician.

(k) Physician agrees and acknowledges that upon termination of this Agreement for any reason, Group shall submit Physician's Resignation (as such term is defined in Schedule 9) to any Facility at which Physician maintains medical staff privileges.

(l) Physician agrees and acknowledges that Group will suffer significant damages if Physician terminates his or her employment without cause with less than one hundred eighty (180) days advance notice to Group as a result of, among other things, the difficulty and associated costs of recruiting and credentialing a new replacement physician. Physician agrees that if Physician terminates this Agreement with less than one hundred eighty (180) days advance notice to Group, Physician shall pay to Group all costs and expenses Group incurs in obtaining locum tenens coverage as an interim replacement for Physician in recruiting a permanent replacement.

8. Disability of Physician. Upon determination by the CGB of the Disability of Physician that no reasonable accommodation may be made to perform the essential functions of a physician as stated in Section 3, this Agreement may be immediately terminated by Group upon written notice to Physician. The term “Disability of Physician” shall have the same meaning as that type of disability that entitled Physicians to payments for permanent disability pursuant to the disability policy covering Physician. In the event no disability policy exists covering Physician, the term “Disability of Physician,” as used herein, shall mean that point in time when Physician is unable to resume the essential functions required of Physician under this Agreement, as performed prior to such time, within one hundred and eighty (180) days after the disabling event. If the disabling event is not a separate and distinct happening, the 180-day period shall begin at the time Physician is unable to perform the essential functions of the position as stated in Section 3 for thirty (30) consecutive work days. Additionally, Physician shall be considered disabled if he/she does not perform his/her duties for one-hundred and eighty (180) days during a three hundred sixty (360) day period. If the CGB determines that Physician is not performing his/her duties because of a physical or medical condition, then Physician shall submit to a physical and/or mental examination of two (2) independent physicians selected by the CGB reasonably in good faith to determine the nature and extent of such condition and Physician agrees to be bound by such determination.

9. Non-Disclosure, Non-Solicitation and Non-Competition. Physician shall comply with the non-disclosure, non-solicitation and non-competition covenants set forth on Schedule 9.

10. Assignment of Intellectual Property. Physician shall promptly and fully disclose all Intellectual Property to Group. Physician hereby assigns and agrees to assign to Group (or as otherwise directed by Group) Physician’s full right, title and interest in and to all Intellectual Property. At Group’s sole cost and expense, Physician agrees to execute any and all applications for patents, copyrights and/or other proprietary rights, and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by Group to assign all Intellectual Property to Group and to permit Group to enforce any patents, copyrights and/or other proprietary rights to the Intellectual Property. All copyrightable works that Physician creates shall be considered “work made for hire” for the sole benefit of Group. For purposes of this Section 10, “**Intellectual Property**” shall mean inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by Physician (whether alone or with others, whether or not during normal business hours or on or off Group premises) during Physician’s employment with Group that either (a) relates to the business of Group (including administering anesthesia to patients) or (b) makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities). Physician may exclude from the definition of Intellectual Property and any obligations relating thereto, inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) developed by Physician (i) prior to the date of this Agreement, which are identified on Schedule 10 attached hereto and (ii) after the date of this Agreement in connection with Physician’s engagement in outside professional activities that have been approved by the CGB or that have been undertaken entirely on Physician’s own time unless, in the case of this clause (ii), Physician makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities) in connection with such development (collectively, “**Excluded IP**”). Physician will promptly advise Group in writing of any Excluded IP that Physician develops or proposes to develop after the date of this Agreement that is not set forth on Schedule 10 and provide such information and assurances as Group may reasonably request to determine whether or not such Intellectual Property

constitutes Excluded IP hereunder. If Group determines that such Intellectual Property does not constitute Excluded IP hereunder, Group will notify Physician in writing thereof within 30 days after receiving such notice, information and assurances, provided, that if Group does not notify Physician in writing within 30 days after receiving such notice, information and assurances, then such Intellectual Property shall be considered Excluded IP hereunder to the extent such Intellectual Property satisfies the requirements of Excluded IP set forth above.

11. Right of Offset. If Physician's employment with Group is terminated for any reason, Group shall have the right to offset against any compensation (earned, but unpaid or otherwise) or other amounts due to Physician under this Agreement or otherwise, any indebtedness, whether or not evidenced by a promissory note and whether or not mature or due and payable, owed by Physician to Group.

12. Miscellaneous.

(a) Factual Information: Physician represents and warrants that any and all factual information furnished by Physician to Group will be true and accurate in every material respect as of the date on which such information is furnished.

(b) Authority: Physician has full power and authority to enter into this Agreement and perform all obligations under this Agreement. The execution and performance of this Agreement by Physician will not constitute a breach or violation of any covenant, agreement or contract to which Physician is a party or by which Physician is bound.

(c) Assignment; Benefit: This Agreement and the rights and duties of Physician hereunder may not be assigned by Physician without the prior written consent of Group. Group may assign this Agreement or any and all rights or obligations hereunder, without the prior written consent of Physician, to any legal entity owned or controlled by or under common control with Group if, as a mandatory condition to such assignment, the assignee entity, commiserate with the assignment, adopt and agree in writing to be bound to and by the then current USAP South Texas Clinical Governance Board Charter and PRCS. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.

(d) Compliance: Group and Physician expressly agree that nothing contained in this Agreement shall require Group or Physician to refer or admit any patients to any of the Facilities or to any other individual entities. Physician agrees to use Physician's best efforts to ensure Physician's activities are in full compliance with all rules and regulations including, but not limited to, the rules and regulations relative to the Medicare and Medicaid programs, and the rules and regulations relative to any applicable private payor programs. Physician further agrees to immediately report any violations of such rules or regulations observed by Physician to the person(s) designated in Group's compliance policies and procedures.

(e) Invalid Provision: The invalidity or unenforceability of a particular provision, paragraph, subparagraph, sentence or term of this Agreement shall not affect the other provisions, paragraphs, subparagraphs, sentences or terms hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision, paragraph, subparagraph, sentence or term was omitted.

(f) Modification: No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto; provided, however, if Physician no longer qualifies as a Physician-Partner and the CGB has elected to change such Physician's designation from being a Physician-Partner, then without any action required by Physician (i) all references herein to Physician-Partner (other than such references in Schedule 9) shall mean a physician other than a Physician-Partner, (ii) such Physician shall no longer have the right to serve on the Clinical Governance Board or any other voting rights associated with being a Physician-Partner, (iii) Recital D herein shall be deemed to be intentionally omitted and (iv) such Physician shall receive a new compensation plan from Group pursuant to which Physician shall receive compensation for the services provided hereunder, to be attached hereto as a revised Schedule 4.

(g) Waiver: The waiver by either party or the CGB of a breach or violation of any provision of this Agreement will not operate as, or be construed to constitute, a waiver by such party of any subsequent breach of the same or other provision hereof.

(h) Third Party Beneficiary: The CGB is an express third-party beneficiary of this Agreement and shall have the right to enforce its rights hereunder in accordance with the applicable laws of the State as if it was a party hereto.

(i) Notice: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered, or if sent by certified return receipt mail, postage prepaid, to the addresses set forth below, unless otherwise notified in writing:

GROUP:

w/a copy to:

U.S. Anesthesia Partners of Texas, P.A.
1500 City West Blvd, Suite 300
Houston, TX 72042
Attn: Sr. Vice President – Operations

U.S. Anesthesia Partners, Inc.
12222 Merit Drive, Suite 700
Dallas, TX 75251
Attn: General Counsel

PHYSICIAN:

Current address on file with Human Resources

(j) Applicable Law and Venue: This Agreement shall be governed, construed, enforced and regulated under and by the laws of the State. Each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of the state and Federal courts of Bexar County, Texas, and any appellate court from such court, in any action or proceeding arising out of or relating to this Agreement.

(k) Legal Fees and Costs: In the event that either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such legal expenses, including without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

(l) Entire Agreement: This Agreement, the Schedules attached hereto and the PRCS constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces any prior employment agreements and/or arrangements, oral or otherwise, between the parties hereto and any prior statements, representations or warranties not

expressly incorporated herein. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the statements, representations and agreements contained in this Agreement and no others.

(m) Survivability: The provisions of Sections 3(g), 4, 5, 9, 10, 11 and 12, Schedule 4 and Schedule 9 shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, except as otherwise expressly set forth on Schedule 9, the non-compete and non-solicit covenants of Physician with respect to Schedule 9 shall terminate upon Physician's payment of the Buy-Out Amount as further described in Schedule 9. In addition, the duration of the covenants contained in this Agreement shall be tolled during the continuation of any breach or violation and will continue or commence again only upon Physician's strict compliance with such covenants.

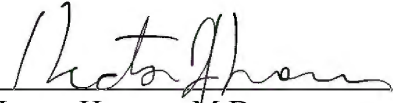
(n) Rule of Interpretation: The general rule that an agreement is to be interpreted against the drafter of an agreement in the case of an ambiguity is not to be recognized hereunder, as this Agreement was developed by the mutual consent and negotiation of the parties. The fact that this Agreement was actually prepared by counsel for one of the parties was merely as a matter of convenience for all of the parties. For purposes of this Agreement, the term "affiliate" shall mean means, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified person or entity; provided that U.S. Anesthesia Partners, Inc. and its affiliates shall be deemed an Affiliate of Group, the term "control" when used with respect to any person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have correlative meanings.

(o) Effective Date. For the avoidance of doubt, this Agreement shall only be effective upon the date of the occurrence of the Effective Time (as defined in the Agreement and Plan of Merger (the "**Merger Agreement**") dated as June 11, 2019 among U.S. Anesthesia Partners Holdings, Inc., the Practice and the other parties thereto) (the "**Effective Date**"). In the event that the Merger Agreement is terminated, this Agreement shall automatically terminate and be of no further force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

U.S. ANESTHESIA PARTNERS OF TEXAS, P.A.

By: 

Name: Hector Herrera, M.D.

Title: President

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

GROUP:

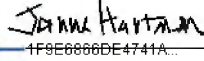
U.S. ANESTHESIA PARTNERS OF TEXAS,
P.A.

By: _____
Name:
Title:

PHYSICIAN:

Janna Hartman

DocuSigned by:


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Schedule 10

Carved-Out Intellectual Property

Intellectual Property developed prior to the Agreement and excluded from Section 10:

None.

SCHEDULE 4

COMPENSATION, PHYSICIAN BENEFITS, BUSINESS EXPENSES AND PROFESSIONAL LIABILITY INSURANCE

Compensation

Group shall pay to or for the benefit of Physician compensation for the Services in an amount determined under the USAP South Texas Compensation Plan, as such plan may be amended from time to time. Physician agrees and acknowledges that Group shall only be required to exercise its normal billing procedures with respect to collecting Group's accounts receivable and will not be required to institute judicial or other procedures or any other action to collect any accounts receivable.

Physician Benefits

Physician shall be entitled to those benefits and time off which are customarily offered to similarly situated Physician-Partners under Group's employee benefits plans, subject to meeting any eligibility requirements imposed by such plans. Physician agrees and acknowledges that Group may modify its benefits plans from time to time, provided such modifications apply to all similarly situated Physician-Partners.

Business Expenses

Group shall reimburse Physician for business expenses incurred by Physician in fulfilling his or her responsibilities under this Agreement and as set forth in Group's separate business expense reimbursement policy, as such policy may be amended by Group from time to time.

Professional Liability Insurance

Group shall purchase, maintain and pay all premiums for malpractice insurance insuring Group and Physician, with such limits of coverage and with such insurer as shall be determined by Group from time to time.

In the event Group changes to a "claims made" policy in the future, upon the termination of Physician's employment with Group for any reason, Physician shall be responsible for purchasing "tail" coverage to ensure continuous coverage to Physician and Group for the Services rendered by Physician under this Agreement.

SCHEDULE 9

NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS
AND NON-COMPETE AND NON-SOLICIT AGREEMENT

Physician recognizes that Group's decision to enter into this Agreement is induced primarily because of the covenants and assurances made by Physician in this Agreement, that Physician's covenant not to compete and not to solicit is necessary to ensure the continuation of the business of Group and the reputation of Group, as well as to protect Group from unfair business competition, including but not limited to, the improper use of Confidential Information (as defined below), and that irrevocable harm and damage will be done to Group if Physician unlawfully competes with Group. Therefore, in consideration of the promises contained herein, including without limitation those related to Confidential Information, except as may be otherwise expressly provided in this Agreement, the Physician agrees as follows:

1. Non-Competition: During the Term and for a period of two (2) years following termination of this Agreement (for whatever reason) (the "**Restricted Period**"), Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services within five (5) miles of any Facility. For purposes of this Schedule 9, "**Person**" shall mean any individual (including Physician), any association, corporation, company, trust, partnership or other entity.
2. Non-Competition (Group): During Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services at any hospitals, facilities or other locations (other than a Facility) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group provided Services during the Term.
3. Non-Solicit: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) solicit any past or current patient to whom Physician or any other Affiliated Clinician provided Services during the Term ("**Patient**"), or immediate family member of such Patient, for purposes of inducing the Patient to become a patient of Physician or any other Person; (ii) solicit any physician (including surgeons) for which Physician or any other Affiliated Clinician provided Services to such physician's patients at any time during the Term, for purposes of inducing such physician to consult with or utilize Physician or any other Person in the care of such physician's patients; (iii) solicit any Facility for the purpose of obtaining any contractual relationship with such Facility for Physician or any other Person; or (iv) solicit for employment, or employ or engage, any individual who is employed by Group (1) in the case of each day during the Term, within the twelve (12) month period prior to such day and (2) in the case of the period following the termination of this Agreement, within the twelve (12) month period prior to the date of

such termination, to perform services on behalf of Physician or any other Person that provides Services. Notwithstanding the foregoing, Group shall (x) permit Physician to have access to a list of the Patients whom Physician has seen or treated within one (1) year of termination of this Agreement; and (y) provide Physician (A) access to the medical records of the Patients whom Physician has seen or treated upon authorization of the Patient in the same form as maintained or available to Group; and (B) any copies of the medical records for a reasonable fee as established by the Texas State Board of Medical Examiners under the Texas Medical Practice Act (Texas Occupations Code Section 159.008). Any access to a list of Patients or to Patients' medical records after termination of this Agreement shall not include such list or records to be provided in a format different than that by which such records are maintained except by mutual consent of the parties to this Agreement.

4. Non-Interference; Administrative Services: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) call on or solicit any Facility, employee, independent contractor or other Person who has a contractual relationship with Group for the purpose of persuading or attempting to persuade such Person to cease doing business with or performing services for, or materially reduce the volume of, or adversely alter the terms with respect to, the business or services that such Person does with or performs for Group or any affiliate thereof or in any way otherwise interfere with the relationship between any such Facility, employee, independent contractor or other Person, on the one hand, and Group or any affiliate thereof, on the other hand, or (ii) provide management, administrative or consulting services to any Person that provides Services within five (5) miles of any of the Facilities. This provision shall survive the payment of the Buy-Out Amount.

5. Continuing Care. Physician shall not be prohibited from providing continuing care and treatment to a specific Patient or Patients during the course of an acute illness at any time, including following termination of this Agreement or Physician's employment. Following such termination, Physician understands and agrees that Physician will not be permitted to utilize Facility premises, staff, supplies and/or any other Facility-owned resource, unless failure to do so would compromise an acute patient's health and well-being, in which case Group, in its sole discretion, will provide written authorization to Physician on a case-by-case basis so that Physician may treat such Patient at the appropriate Facility, and even then, only to the extent and of such duration, that the acute nature of the Patient's condition requires.

6. Buy-Out Exception. Physician may be released of the non-competition and non-solicitation provisions contained in Section 1, Section 2 and Section 3 of this Schedule 9 upon payment by Physician to Group of a reasonable price prior to a breach by Physician. The parties acknowledge, and hereby decline and waive, their option to have the reasonable price of the buy-out determined by an arbitrator, whether selected by the parties or a court of competent jurisdiction. The parties agree that a reasonable price shall be the amount equal to 200% of the Net Revenue per Physician Partner (the "**Buy-Out Amount**"). For purposes of this Schedule 9, "**Net Revenue per Physician Partner**" shall mean a dollar amount equal to (a) the total net revenue of the Star Divisions for the most recent twelve (12) month period (and for any period within twelve (12) months of the Effective Date the product obtained by multiplying (a) the quotient obtained by dividing (x) the total net revenue of the Star Division from the Effective Date to the determination date by (y) the number of days in the period from the Effective Date to the determination date by (b) 365), as determined in accordance with generally accepted accounting principles and reflected on the financial statements for Star

Divisions maintained by Group divided by (b) the average number of Physician-Partners employed by Group who are assigned to Star Divisions during the most recent twelve (12) month period. Physician and Group agree that the Buy-Out Amount is reasonable because it reflects the lost productivity and profit opportunity of Group during the Restricted Period during which Physician would otherwise not be competing with Group, and additionally compensates Group for the risk that Physician recruits away from Group physicians or other clinical staff or Facilities in which Group has made a significant investment. The parties further agree that the Buy-Out Amount is reasonable because Group's physician-partners practice in groups, are more likely to depart in groups, oversee other employed physicians and CRNAs and have developed practice patterns, relationships, protocols and the Confidential Information in a group setting that together support a Buy-Out Amount calculated on the basis of all physician-partner revenues in particular divisions, not just the individual Physician's revenues or compensation.

7. Resignation of Privileges. Physician further agrees to relinquish Physician's privileges to practice anesthesiology and to treat chronic pain at each of the Facilities upon termination of this Agreement for any reason. In connection herewith, Physician shall execute the resignation attached hereto and incorporated herein by reference as Exhibit 9-A (the "**Resignation**"), and in the event of termination of this Agreement for any reason whatsoever, Physician hereby authorizes Group to deliver such Resignation to the Facilities. Notwithstanding the foregoing, if such Resignation would result in a reportable event to the State Board of Medical Examiners or the National Practitioner Data Bank, Group will forgo delivering the Resignation to the applicable Facility and the termination of Physician's privileges at such Facility shall be conducted in conformance with any applicable fair hearing rights set forth in the then current medical staff bylaws at the applicable Facility, or shall be delivered after the conclusion of investigation or other inquiry that would result in the Resignation becoming a reportable event.

8. Confidentiality. As of the date of the execution of this Agreement and during the course of the Physician's employment, in order to allow Physician to carry out Physician's duties hereunder, Group has provided and will continue during the Term to provide to Physician Confidential Information. Physician agrees to keep confidential and to not use or disclose to others during the Term and thereafter, except as expressly consented to in writing by Group, required by law or authorized under this Agreement, any Confidential Information. This restriction shall not apply to such information if Physician can establish that such information (i) has become generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by Physician or Physician's affiliates, advisors, or representatives), (ii) has become available to Physician on a non-confidential basis from a source other than Group and its affiliates, advisors, or representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy of Group of which Physician has knowledge, or (iii) has already been or is hereafter independently acquired or developed by Physician without use of or reference to any Confidential Information. Should Physician leave the employment of Group, Physician will neither take nor retain, without prior written authorization from Group, any Confidential Information. Physician further agrees to destroy any paper or electronic copies of Confidential Information, including information contained on any personal device, upon the request of Group. For purposes of this Schedule 9, "**Confidential Information**" shall mean any financial, accounting and statistical information, marketing plans, business plans, feasibility studies, fee schedules or books, reimbursement rates, billing information, patient files, confidential technology, proprietary information, patient lists, policies and procedures or trade secrets of Group or U.S. Anesthesia Partners, Inc., its affiliates or managed practices ("**USAP**"), or other papers, reports, records, memoranda, documents, files, discs, or copies thereof pertaining to Group's patients or Group's or

USAP's business, sales, financial condition or products, or any matter or thing ascertained by Physician through Physician's affiliation with Group, the use or disclosure of which matter or thing might reasonably be construed to be contrary to the best interests of Group or USAP.

9. Exceptions to Confidentiality.

a. It shall not be a breach of Physician's covenants under Schedule 9 if a disclosure is made pursuant to a court order, a valid administrative agency subpoena, or a lawful request for information by an administrative agency. Physician shall give Group prompt notice of any such court order, subpoena, or request for information.

b. Physician shall not be prohibited from releasing any Confidential Information to Physician's legal counsel or financial advisors, provided that such advisors are under a legal obligation of confidentiality with respect to the Confidential Information.

c. Nothing in this Agreement prohibits Physician from reporting an event that Physician reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as Securities and Exchange Commission or Department of Justice), requires notice to or approval from Group before doing so, or prohibits Physician from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information provided the disclosure complies with the limitations set forth in the 2016 Defend Trade Secrets Act (DTSA). Physician is hereby provided notice that under the DTSA, (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (a) is made in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) is made in a complaint or other documented filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

10. Enforcement. Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action asserted by Physician against Group, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of Section 1, Section 2, Section 3, Section 4 or Section 8 of this Schedule 9. It is understood by and between the parties hereto that the covenants set forth in Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 are essential elements of this Agreement, and that, but for the agreement of Physician to comply with such covenants, Group would not have agreed to enter into this Agreement. Group and Physician agree that the foregoing covenants are appropriate and reasonable when considered in light of the nature and extent of the practice conducted by Group. If any provision or subdivision of this Agreement, including, but not limited to, the time or limitations specified in or any other aspect of the restraints imposed under Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9, is found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable, any such portion shall nevertheless be enforceable to the extent such court shall deem reasonable, and, in such event, it is the parties' intention, desire and request that the court reform such portion in order to make it enforceable. In the event of such judicial reformation, the parties agree to be bound by Section 1,

Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 as reformed in the same manner and to the same extent as if they had agreed to such reformed Sections in the first instance. Without limiting other possible remedies to Group for the breach of any covenant contained in this Schedule 9, Physician agrees that injunctive or other equitable relief shall be available to enforce such covenant, such relief to be without the necessity of posting a bond, cash, or otherwise.

EXHIBIT 9-A

RESIGNATION

By signing below, I, _____ hereby agree to automatically resign my medical staff privileges at _____ (“Facility”) effective as of the termination of my employment with U.S. Anesthesia Partners of Texas, P.A. for any reason or upon the termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility. In such event, I further waive any due process, notice, hearing and review rights I may have under the Facility’s medical staff Bylaws. Upon termination of my employment or termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility, U.S. Anesthesia Partners of Texas, P.A. is hereby authorized to complete a copy of this resignation for the Facility and deliver a copy of this resignation to the medical staff office of such Facility.

Name: _____

Date: _____

EXHIBIT D

PHYSICIAN PARTNER EMPLOYMENT AGREEMENT

This PHYSICIAN PARTNER EMPLOYMENT AGREEMENT (the “**Agreement**”) is entered into by and between U.S. Anesthesia Partners of Texas, P.A., a Texas professional association (“**Group**”) and Victor Lai, M.D. (“**Physician**”).

RECITALS

- A. Group is a Texas professional association authorized to practice medicine in the State of Texas (the “**State**”) that provides professional anesthesiology services (including any specialty thereof), pain management, anesthesia related consulting, management and administrative services (“**Services**”) to patients at inpatient and outpatient facilities.
- B. Physician is a licensed physician authorized to practice medicine in the State and Group desires to hire Physician to perform the Services at some or all of the Facilities (as defined below) on behalf of Group as set forth herein.
- C. Certain clinical operations of Group including, but not limited to, making certain determinations and decisions regarding the modification and termination of this Agreement, are managed and overseen by the USAP South Texas Clinical Governance Board (the “**CGB**”) established by the Plan Regarding Compensation for Services (USAP South Texas) dated as of September 6, 2019, as such plan may be amended, modified, replaced or superseded (the “**PRCS**”).
- D. Physician is acknowledged as a “Physician-Partner” (as such term is defined in the PRCS) within the CGB.
- E. It is determined to be to the mutual advantage of Group and Physician to enter into this Agreement as set out herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and Physician’s specific agreement to the terms of Schedule 9, attached hereto and incorporated herein by reference, and the monies to be paid hereunder, Group agrees to hire Physician and Physician agrees to work for Group upon the following terms and conditions:

1. Recitals Approved; Schedules Incorporated; CGB Authority. The above recitals are true and correct and are made a part hereof. Schedule 4, Schedule 9 and Exhibit 9-A, which are attached hereto, are hereby incorporated into this Agreement by reference. Notwithstanding any provision or provisions to the contrary, the parties agree that the rights and duties of the Group are limited by the USAP South Texas Clinical Governance Board Charter, and specifically, but not limited to, Group’s exercise of its right related to the termination of the Physician, Physician’s staffing obligations at Facilities, Physicians use of mid-level or other clinical providers, Physician’s paid time off, call obligations and Physician’s scheduling. Accordingly, any reference to the Group herein, includes and requires, where applicable, the Group to obtain the CGB’s specific consent as provided in the USAP South Texas Clinical Governance Board Charter before Group may exercise its rights hereunder.

2. Qualifications; Notifications.

(a) At all times during the Term (as defined in Section 7) of this Agreement, Physician shall meet the following qualifications: (i) maintain an unrestricted license to practice medicine in the State (including an “Office Based Anesthesia” permit if required by Group); (ii) maintain an unrestricted DEA permit; (iii) maintain board certification or eligibility with the American Board of Anesthesiology; and (iv) be eligible to be a participating provider with Medicare and Medicaid. The foregoing shall collectively be referred to as the “**Qualifications**”. Physician agrees and acknowledges that Physician’s employment by Group is contingent upon Physician continuously meeting the Qualifications. In addition, Physician shall maintain unrestricted medical staff membership and clinical privileges in good standing on the Medical Staff of each Facility as directed by Group.

(b) Physician shall notify Group, no later than forty-eight (48) hours of: (i) the initiation of any action to suspend, restrict, deny, relinquish or revoke (A) Physician’s license to practice medicine in the State or any other state in which Physician holds a license to practice medicine; (B) Physician’s medical staff privileges at any Facility; or (C) Physician’s DEA permit; or (ii) Physician’s receipt of notice of (A) the initiation of any disciplinary proceeding or adverse action involving Physician with respect to any medically related matter before any administrative agency or governmental body; (B) the intent to file or the actual filing of any medically related liability action involving Physician in any capacity; or (C) any arrest, indictment, conviction, guilty plea or plea of nolo contendere for any criminal conduct or other crime involving dishonesty or moral turpitude naming Physician. Physician shall provide Group with copies of any such complaints, notices, charges, lawsuits and related non-privileged documents promptly upon request of Group.

(c) For purposes of this Agreement, “**Facilities**” mean all hospitals, facilities and other locations (i) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group and who are or were assigned to a Star Division (as defined in the PRCS (as defined below)) (individually a “**Star Clinician**”) provided Services during the Term, (ii) that are located in the same county as a hospital, facility or other location described in the foregoing clause (i) or in any county contiguous to such county and at which clinicians who are or were employed by or have or had an independent contractor relationship with Group (individually a “**Related Star Clinician**” and collectively with the Star Clinicians the “**Affiliated Clinicians**”) provided Services during the Term, (iii) at which Group had a contract in effect for any (x) Star Clinicians to render Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iii)(x) or in any county contiguous to such county, and (iv) at which Group has been in active negotiations for (x) Star Clinicians to provide Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iv)(x) or in any county contiguous to such county.

3. Duties of Physician.

(a) Physician is employed by Group to use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to

time to maintain full-time status for a Physician-Partner (which requirements will be set forth on Schedule II to the PRCS); provided that if Physician notifies Group in writing that Physician desires to work part-time from after a specified date that is at least twelve (12) months after the date that such notice is delivered (the “**Part-Time Start Date**”) and the CGB approves Physician working part-time, then from and after the Part-Time Start Date, in lieu of Physician rendering such Services on a full-time basis, Physician shall use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to time to maintain part-time status for a Physician-Partner (which requirements will be set forth on Schedule I to the PRCS). Physician shall not, without the prior written consent of the CGB and Group, which may in the CGB’s and Group’s sole discretion be withheld or conditioned upon Physician meeting other requirements, engage in the provision of professional medical services other than Services provided pursuant to this Agreement. Physician acknowledges and agrees that, except as otherwise agreed by the CGB and Group, Physician must meet the minimum requirements of a Physician-Partner as defined by the PRCS from time to time in order for Physician to maintain Physician’s status as a Physician-Partner. At all times while Physician is an employee of Group, Physician shall retain independent discretion and shall exercise professional judgment consistent with generally accepted medical practices, the ethical standards of the Texas and American Medical Associations and the professional standards of Group, in the provision of Services at the Facilities. Physician’s duties shall include but not be limited to (i) examination, evaluation and treatment of patients; (ii) participation in Group’s on-call rotation for after-hours coverage; (iii) participation in Group’s indigent and charity care programs; and (iv) such other duties as may reasonably be assigned by Group from time to time.

(b) Physician shall perform all Services in accordance with (i) this Agreement; (ii) the bylaws, rules and regulations of the Medical Staff of each Facility at which Physician renders Services; (iii) the terms and conditions of any contractual arrangement regarding the performance of Services between Group and the applicable Facility (upon written request, a summary of the material and relevant terms of any such agreement shall be provided to Physician); and (iv) any applicable policies and procedures established by the CGB and/or Group, including but not limited to the Group’s Clinical Code of Conduct and Conflict of Interest Policy.

(c) Physician agrees and acknowledges that the CGB may conduct a review of Physician’s ability to safely perform Services at any time (“**Review**”).

(d) Physician shall assist in providing supervision of physician assistants, nurses, nurse anesthetists, anesthesiology assistants and other non-physician health care personnel providing services on behalf of Group. All such non-physician personnel shall be under Physician’s control and direction in the performance of health care services for patients treated by Physician.

(e) Physician shall provide Services on a nondiscriminatory basis and may not refuse to provide medical services to any patient accepted by Group.

(f) Physician shall participate in, and cooperate with Group in connection with, the quality assurance and risk management program(s) developed by Group. Physician shall also be subject to and actively participate in any utilization review program(s) developed by or on behalf of Group.

(g) Physician agrees and acknowledges that many of the contractual arrangements Group holds with the Facilities are exclusive in nature and, as a result, require the automatic termination of medical staff membership and clinical privileges for all of Group's providers upon termination of the contractual arrangement. Physician hereby agrees and consents to the foregoing and further waives any due process, notice, hearing and review rights he/she may have under such Facility's medical staff bylaws upon termination of Group's contractual relationship with Facility or upon Physician's termination of employment with Group for any reason.

4. Compensation, Benefits, and Expense Reimbursement. Group shall pay to or for the benefit of Physician as compensation and/or benefits for the Services performed by Physician the amounts set forth on Schedule 4. In addition, Group shall provide Physician benefits and business expense reimbursements as set forth on Schedule 4. Group shall provide, or cause to be provided, all space, equipment, supplies, non-physician health care personnel and clerical, administrative and other personnel as are reasonably necessary and appropriate, consistent with Group's past practices and the CGB's recommendations, for Physician's performance of Services on behalf of Group.

5. Fees. Group shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to patients by Group. All sums paid by any patient of Group in the way of fees, salary, or otherwise for medical services rendered by Physician shall be and remain payments of Group and shall be included in Group's income. Physician hereby assigns to Group all rights to bill for Services rendered by Physician and shall execute any additional documentation as may be requested by Group documenting such assignment. In the event Physician receives any amounts from any patients, third party payors or other third parties which are the property of Group, Physician shall immediately endorse and deliver the same to Group.

6. Patients, Medical Records. Group shall have the authority to determine who will be accepted as patients of Group. Group also shall have the authority to designate, or to establish a procedure for designating, which professional physician of Group will handle each such patient. Physician shall, in accordance with policies developed by or on behalf of Group, timely prepare all medical records in respect of patients treated by Physician. All medical records generated in respect of patients treated by Physician or any other physician engaged by Group during the Term shall be and remain the property of Group or Facilities, as appropriate, and shall be maintained at the Facilities; provided, however, that Physician shall have such right of access to such medical records as shall be provided by law. In addition, Physician shall timely prepare and deliver such other records and reports relating to the operations of Group as Group may reasonably request. Physician shall abide by all state and federal laws regarding the confidentiality of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transaction Standards (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act of 2009 enacted as part of the American Recovery and Reinvestment Act of 2009.

7. Term and Termination. The term of this Agreement will commence on the September 6, 2019 and will continue thereafter until terminated as provided herein (the "**Term**").

(a) This Agreement may be terminated upon the mutual written agreement of the parties.

(b) Physician may terminate this Agreement without cause upon the delivery of one hundred eighty (180) days prior written notice to Group. Group may terminate this Agreement

without cause upon the delivery of ninety (90) days prior written notice to Physician; provided that during such ninety (90) day notice period, Group may elect, in its sole discretion, to remove Physician from the schedule and to pay any remaining amounts due to Physician for the remainder of such notice period.

(c) Group may terminate this Agreement for good and sufficient cause. Such termination shall be effective upon the delivery of written notice thereof to Physician or at such later time as may be designated in said notice, and Physician shall cease performance of Services hereunder and vacate the offices of Group and the Facilities on or before such effective date. The written notice shall specify the cause for termination. For purposes of this Section 7.c, the term “good and sufficient cause” shall include, but not be limited to, any one or more of the following:

- (1) Physician’s failure to maintain any of the Qualifications.
- (2) A determination is made by the CGB that there is an immediate and significant threat to the health or safety of any patient as a result of the services provided by Physician, or as a result of Physician’s medical misconduct or other gross neglect in the provision of professional services.
- (3) Any felony indictment naming Physician or conviction of a felony by Physician.
- (4) Any investigation for any alleged violation or violation by Physician of any Medicare or Medicaid statutes, 42 U.S.C. § 1320a-7b (the “**Anti-Kickback Statute**”), 31 U.S.C. § 3729 (the “**False Claims Act**”), 42 U.S.C. § 1395nn (the “**Stark Law**”), or the regulations promulgated pursuant to such statutes, or any similar federal, state or local statutes or regulations promulgated pursuant to such statutes.
- (5) Physician’s ineligibility to be insured against medical malpractice.
- (6) Physician does not satisfactorily pass the Review, except in the instance where Physician satisfies the remedial action requested.
- (7) Any dishonest or unethical behavior by Physician that results in damage to or discredit upon Group.
- (8) Any intentional conduct or action by Physician that negatively affects the ability of Group to deliver Services to any Facility or any other facility.
- (9) Physician’s violation of the Clinician Code of Conduct of Group or failure to comply with any clinical practice guidelines as may be established by Group from time to time.
- (10) Physician no longer meets the requirements to be a Physician-Partner as such requirements may, from time to time, be established or modified by the CGB.
- (11) Physician’s violation of Section 9.

(d) In the event either party shall give written notice to the other party that such other party has substantially defaulted in the performance of any material duty or material obligation imposed upon it by this Agreement, and such default shall not have been cured within thirty (30)

days following receipt of such notice, the non-defaulting party shall have the right to immediately terminate this Agreement. For purposes of this subsection (d), a default shall include Physician ceasing to be a member in good standing of the Medical Staff of any of the Facilities at which Physician is assigned to render Services by the CGB.

(e) In the event that there shall be a change in federal or state law, the Medicare or Medicaid statutes, regulations, or general instructions (or in the application thereof), the adoption of new legislation or regulations applicable to this Agreement, or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the ability of Group to obtain reimbursement for Services rendered by Physician, then either party may by notice propose an amendment to conform this Agreement to existing laws. If notice of such a change or an amendment is given and if Group and Physician are unable within ninety (90) days thereafter to agree upon the amendment, then either party may terminate this Agreement by ninety (90) days' notice to the other, unless a sooner termination is required by law or circumstances.

(f) This Agreement shall automatically terminate upon the death of Physician.

(g) This Agreement shall terminate upon written notice by either party in the event Physician becomes disabled, as further described in Section 8.

(h) Upon termination of this Agreement for any reason whatsoever, Physician shall submit to Group within five (5) days of such termination all outstanding charges for professional services rendered by Physician on behalf of Group. Group shall have the right to withhold any earned, but unpaid compensation for services rendered by Physician through the effective date of termination, until such time as Physician has submitted to Group all outstanding charges for professional services rendered by Physician on behalf of Group.

(i) Except as otherwise provided herein, upon termination of this Agreement for any reason, Physician shall be entitled to Physician's earned, but unpaid compensation for Services rendered by Physician through the effective date of termination, as determined in accordance Schedule 4. In the event of the death of Physician, such amounts shall be paid to Physician's estate.

(j) Immediately upon termination of this Agreement, Physician shall surrender all keys, identification badges, telephones, pagers, computers and any other property of Group in the possession of Physician.

(k) Physician agrees and acknowledges that upon termination of this Agreement for any reason, Group shall submit Physician's Resignation (as such term is defined in Schedule 9) to any Facility at which Physician maintains medical staff privileges.

(l) Physician agrees and acknowledges that Group will suffer significant damages if Physician terminates his or her employment without cause with less than one hundred eighty (180) days advance notice to Group as a result of, among other things, the difficulty and associated costs of recruiting and credentialing a new replacement physician. Physician agrees that if Physician terminates this Agreement with less than one hundred eighty (180) days advance notice to Group, Physician shall pay to Group all costs and expenses Group incurs in obtaining locum tenens coverage as an interim replacement for Physician in recruiting a permanent replacement.

8. Disability of Physician. Upon determination by the CGB of the Disability of Physician that no reasonable accommodation may be made to perform the essential functions of a physician as stated in Section 3, this Agreement may be immediately terminated by Group upon written notice to Physician. The term “Disability of Physician” shall have the same meaning as that type of disability that entitled Physicians to payments for permanent disability pursuant to the disability policy covering Physician. In the event no disability policy exists covering Physician, the term “Disability of Physician,” as used herein, shall mean that point in time when Physician is unable to resume the essential functions required of Physician under this Agreement, as performed prior to such time, within one hundred and eighty (180) days after the disabling event. If the disabling event is not a separate and distinct happening, the 180-day period shall begin at the time Physician is unable to perform the essential functions of the position as stated in Section 3 for thirty (30) consecutive work days. Additionally, Physician shall be considered disabled if he/she does not perform his/her duties for one-hundred and eighty (180) days during a three hundred sixty (360) day period. If the CGB determines that Physician is not performing his/her duties because of a physical or medical condition, then Physician shall submit to a physical and/or mental examination of two (2) independent physicians selected by the CGB reasonably in good faith to determine the nature and extent of such condition and Physician agrees to be bound by such determination.

9. Non-Disclosure, Non-Solicitation and Non-Competition. Physician shall comply with the non-disclosure, non-solicitation and non-competition covenants set forth on Schedule 9.

10. Assignment of Intellectual Property. Physician shall promptly and fully disclose all Intellectual Property to Group. Physician hereby assigns and agrees to assign to Group (or as otherwise directed by Group) Physician’s full right, title and interest in and to all Intellectual Property. At Group’s sole cost and expense, Physician agrees to execute any and all applications for patents, copyrights and/or other proprietary rights, and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by Group to assign all Intellectual Property to Group and to permit Group to enforce any patents, copyrights and/or other proprietary rights to the Intellectual Property. All copyrightable works that Physician creates shall be considered “work made for hire” for the sole benefit of Group. For purposes of this Section 10, “**Intellectual Property**” shall mean inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by Physician (whether alone or with others, whether or not during normal business hours or on or off Group premises) during Physician’s employment with Group that either (a) relates to the business of Group (including administering anesthesia to patients) or (b) makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities). Physician may exclude from the definition of Intellectual Property and any obligations relating thereto, inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) developed by Physician (i) prior to the date of this Agreement, which are identified on Schedule 10 attached hereto and (ii) after the date of this Agreement in connection with Physician’s engagement in outside professional activities that have been approved by the CGB or that have been undertaken entirely on Physician’s own time unless, in the case of this clause (ii), Physician makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities) in connection with such development (collectively, “**Excluded IP**”). Physician will promptly advise Group in writing of any Excluded IP that Physician develops or proposes to develop after the date of this Agreement that is not set forth on Schedule 10 and provide such information and assurances as Group may reasonably request to determine whether or not such Intellectual Property

constitutes Excluded IP hereunder. If Group determines that such Intellectual Property does not constitute Excluded IP hereunder, Group will notify Physician in writing thereof within 30 days after receiving such notice, information and assurances, provided, that if Group does not notify Physician in writing within 30 days after receiving such notice, information and assurances, then such Intellectual Property shall be considered Excluded IP hereunder to the extent such Intellectual Property satisfies the requirements of Excluded IP set forth above.

11. Right of Offset. If Physician's employment with Group is terminated for any reason, Group shall have the right to offset against any compensation (earned, but unpaid or otherwise) or other amounts due to Physician under this Agreement or otherwise, any indebtedness, whether or not evidenced by a promissory note and whether or not mature or due and payable, owed by Physician to Group.

12. Miscellaneous.

(a) Factual Information: Physician represents and warrants that any and all factual information furnished by Physician to Group will be true and accurate in every material respect as of the date on which such information is furnished.

(b) Authority: Physician has full power and authority to enter into this Agreement and perform all obligations under this Agreement. The execution and performance of this Agreement by Physician will not constitute a breach or violation of any covenant, agreement or contract to which Physician is a party or by which Physician is bound.

(c) Assignment; Benefit: This Agreement and the rights and duties of Physician hereunder may not be assigned by Physician without the prior written consent of Group. Group may assign this Agreement or any and all rights or obligations hereunder, without the prior written consent of Physician, to any legal entity owned or controlled by or under common control with Group if, as a mandatory condition to such assignment, the assignee entity, commiserate with the assignment, adopt and agree in writing to be bound to and by the then current USAP South Texas Clinical Governance Board Charter and PRCS. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.

(d) Compliance: Group and Physician expressly agree that nothing contained in this Agreement shall require Group or Physician to refer or admit any patients to any of the Facilities or to any other individual entities. Physician agrees to use Physician's best efforts to ensure Physician's activities are in full compliance with all rules and regulations including, but not limited to, the rules and regulations relative to the Medicare and Medicaid programs, and the rules and regulations relative to any applicable private payor programs. Physician further agrees to immediately report any violations of such rules or regulations observed by Physician to the person(s) designated in Group's compliance policies and procedures.

(e) Invalid Provision: The invalidity or unenforceability of a particular provision, paragraph, subparagraph, sentence or term of this Agreement shall not affect the other provisions, paragraphs, subparagraphs, sentences or terms hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision, paragraph, subparagraph, sentence or term was omitted.

(f) Modification: No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto; provided, however, if Physician no longer qualifies as a Physician-Partner and the CGB has elected to change such Physician's designation from being a Physician-Partner, then without any action required by Physician (i) all references herein to Physician-Partner (other than such references in Schedule 9) shall mean a physician other than a Physician-Partner, (ii) such Physician shall no longer have the right to serve on the Clinical Governance Board or any other voting rights associated with being a Physician-Partner, (iii) Recital D herein shall be deemed to be intentionally omitted and (iv) such Physician shall receive a new compensation plan from Group pursuant to which Physician shall receive compensation for the services provided hereunder, to be attached hereto as a revised Schedule 4.

(g) Waiver: The waiver by either party or the CGB of a breach or violation of any provision of this Agreement will not operate as, or be construed to constitute, a waiver by such party of any subsequent breach of the same or other provision hereof.

(h) Third Party Beneficiary: The CGB is an express third-party beneficiary of this Agreement and shall have the right to enforce its rights hereunder in accordance with the applicable laws of the State as if it was a party hereto.

(i) Notice: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered, or if sent by certified return receipt mail, postage prepaid, to the addresses set forth below, unless otherwise notified in writing:

GROUP:

w/a copy to:

U.S. Anesthesia Partners of Texas, P.A.
1500 City West Blvd, Suite 300
Houston, TX 72042
Attn: Sr. Vice President – Operations

U.S. Anesthesia Partners, Inc.
12222 Merit Drive, Suite 700
Dallas, TX 75251
Attn: General Counsel

PHYSICIAN:

Current address on file with Human Resources

(j) Applicable Law and Venue: This Agreement shall be governed, construed, enforced and regulated under and by the laws of the State. Each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of the state and Federal courts of Bexar County, Texas, and any appellate court from such court, in any action or proceeding arising out of or relating to this Agreement.

(k) Legal Fees and Costs: In the event that either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such legal expenses, including without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

(l) Entire Agreement: This Agreement, the Schedules attached hereto and the PRCS constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces any prior employment agreements and/or arrangements, oral or otherwise, between the parties hereto and any prior statements, representations or warranties not

expressly incorporated herein. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the statements, representations and agreements contained in this Agreement and no others.

(m) Survivability: The provisions of Sections 3(g), 4, 5, 9, 10, 11 and 12, Schedule 4 and Schedule 9 shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, except as otherwise expressly set forth on Schedule 9, the non-compete and non-solicit covenants of Physician with respect to Schedule 9 shall terminate upon Physician's payment of the Buy-Out Amount as further described in Schedule 9. In addition, the duration of the covenants contained in this Agreement shall be tolled during the continuation of any breach or violation and will continue or commence again only upon Physician's strict compliance with such covenants.

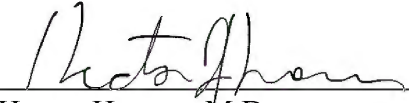
(n) Rule of Interpretation: The general rule that an agreement is to be interpreted against the drafter of an agreement in the case of an ambiguity is not to be recognized hereunder, as this Agreement was developed by the mutual consent and negotiation of the parties. The fact that this Agreement was actually prepared by counsel for one of the parties was merely as a matter of convenience for all of the parties. For purposes of this Agreement, the term "affiliate" shall mean means, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified person or entity; provided that U.S. Anesthesia Partners, Inc. and its affiliates shall be deemed an Affiliate of Group, the term "control" when used with respect to any person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have correlative meanings.

(o) Effective Date. For the avoidance of doubt, this Agreement shall only be effective upon the date of the occurrence of the Effective Time (as defined in the Agreement and Plan of Merger (the "**Merger Agreement**") dated as June 11, 2019 among U.S. Anesthesia Partners Holdings, Inc., the Practice and the other parties thereto) (the "**Effective Date**"). In the event that the Merger Agreement is terminated, this Agreement shall automatically terminate and be of no further force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

U.S. ANESTHESIA PARTNERS OF TEXAS, P.A.

By: 

Name: Hector Herrera, M.D.

Title: President

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

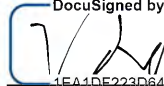
GROUP:

U.S. ANESTHESIA PARTNERS OF TEXAS,
P.A.

By: _____
Name:
Title:

PHYSICIAN:

Victor Lai

DocuSigned by:

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Schedule 10

Carved-Out Intellectual Property

Intellectual Property developed prior to the Agreement and excluded from Section 10:

None.

SCHEDULE 4

COMPENSATION, PHYSICIAN BENEFITS, BUSINESS EXPENSES AND PROFESSIONAL LIABILITY INSURANCE

Compensation

Group shall pay to or for the benefit of Physician compensation for the Services in an amount determined under the USAP South Texas Compensation Plan, as such plan may be amended from time to time. Physician agrees and acknowledges that Group shall only be required to exercise its normal billing procedures with respect to collecting Group's accounts receivable and will not be required to institute judicial or other procedures or any other action to collect any accounts receivable.

Physician Benefits

Physician shall be entitled to those benefits and time off which are customarily offered to similarly situated Physician-Partners under Group's employee benefits plans, subject to meeting any eligibility requirements imposed by such plans. Physician agrees and acknowledges that Group may modify its benefits plans from time to time, provided such modifications apply to all similarly situated Physician-Partners.

Business Expenses

Group shall reimburse Physician for business expenses incurred by Physician in fulfilling his or her responsibilities under this Agreement and as set forth in Group's separate business expense reimbursement policy, as such policy may be amended by Group from time to time.

Professional Liability Insurance

Group shall purchase, maintain and pay all premiums for malpractice insurance insuring Group and Physician, with such limits of coverage and with such insurer as shall be determined by Group from time to time.

In the event Group changes to a "claims made" policy in the future, upon the termination of Physician's employment with Group for any reason, Physician shall be responsible for purchasing "tail" coverage to ensure continuous coverage to Physician and Group for the Services rendered by Physician under this Agreement.

SCHEDULE 9

NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS
AND NON-COMPETE AND NON-SOLICIT AGREEMENT

Physician recognizes that Group's decision to enter into this Agreement is induced primarily because of the covenants and assurances made by Physician in this Agreement, that Physician's covenant not to compete and not to solicit is necessary to ensure the continuation of the business of Group and the reputation of Group, as well as to protect Group from unfair business competition, including but not limited to, the improper use of Confidential Information (as defined below), and that irrevocable harm and damage will be done to Group if Physician unlawfully competes with Group. Therefore, in consideration of the promises contained herein, including without limitation those related to Confidential Information, except as may be otherwise expressly provided in this Agreement, the Physician agrees as follows:

1. Non-Competition: During the Term and for a period of two (2) years following termination of this Agreement (for whatever reason) (the "**Restricted Period**"), Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services within five (5) miles of any Facility. For purposes of this Schedule 9, "**Person**" shall mean any individual (including Physician), any association, corporation, company, trust, partnership or other entity.
2. Non-Competition (Group): During Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services at any hospitals, facilities or other locations (other than a Facility) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group provided Services during the Term.
3. Non-Solicit: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) solicit any past or current patient to whom Physician or any other Affiliated Clinician provided Services during the Term ("**Patient**"), or immediate family member of such Patient, for purposes of inducing the Patient to become a patient of Physician or any other Person; (ii) solicit any physician (including surgeons) for which Physician or any other Affiliated Clinician provided Services to such physician's patients at any time during the Term, for purposes of inducing such physician to consult with or utilize Physician or any other Person in the care of such physician's patients; (iii) solicit any Facility for the purpose of obtaining any contractual relationship with such Facility for Physician or any other Person; or (iv) solicit for employment, or employ or engage, any individual who is employed by Group (1) in the case of each day during the Term, within the twelve (12) month period prior to such day and (2) in the case of the period following the termination of this Agreement, within the twelve (12) month period prior to the date of

such termination, to perform services on behalf of Physician or any other Person that provides Services. Notwithstanding the foregoing, Group shall (x) permit Physician to have access to a list of the Patients whom Physician has seen or treated within one (1) year of termination of this Agreement; and (y) provide Physician (A) access to the medical records of the Patients whom Physician has seen or treated upon authorization of the Patient in the same form as maintained or available to Group; and (B) any copies of the medical records for a reasonable fee as established by the Texas State Board of Medical Examiners under the Texas Medical Practice Act (Texas Occupations Code Section 159.008). Any access to a list of Patients or to Patients' medical records after termination of this Agreement shall not include such list or records to be provided in a format different than that by which such records are maintained except by mutual consent of the parties to this Agreement.

4. Non-Interference; Administrative Services: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) call on or solicit any Facility, employee, independent contractor or other Person who has a contractual relationship with Group for the purpose of persuading or attempting to persuade such Person to cease doing business with or performing services for, or materially reduce the volume of, or adversely alter the terms with respect to, the business or services that such Person does with or performs for Group or any affiliate thereof or in any way otherwise interfere with the relationship between any such Facility, employee, independent contractor or other Person, on the one hand, and Group or any affiliate thereof, on the other hand, or (ii) provide management, administrative or consulting services to any Person that provides Services within five (5) miles of any of the Facilities. This provision shall survive the payment of the Buy-Out Amount.

5. Continuing Care. Physician shall not be prohibited from providing continuing care and treatment to a specific Patient or Patients during the course of an acute illness at any time, including following termination of this Agreement or Physician's employment. Following such termination, Physician understands and agrees that Physician will not be permitted to utilize Facility premises, staff, supplies and/or any other Facility-owned resource, unless failure to do so would compromise an acute patient's health and well-being, in which case Group, in its sole discretion, will provide written authorization to Physician on a case-by-case basis so that Physician may treat such Patient at the appropriate Facility, and even then, only to the extent and of such duration, that the acute nature of the Patient's condition requires.

6. Buy-Out Exception. Physician may be released of the non-competition and non-solicitation provisions contained in Section 1, Section 2 and Section 3 of this Schedule 9 upon payment by Physician to Group of a reasonable price prior to a breach by Physician. The parties acknowledge, and hereby decline and waive, their option to have the reasonable price of the buy-out determined by an arbitrator, whether selected by the parties or a court of competent jurisdiction. The parties agree that a reasonable price shall be the amount equal to 200% of the Net Revenue per Physician Partner (the "**Buy-Out Amount**"). For purposes of this Schedule 9, "**Net Revenue per Physician Partner**" shall mean a dollar amount equal to (a) the total net revenue of the Star Divisions for the most recent twelve (12) month period (and for any period within twelve (12) months of the Effective Date the product obtained by multiplying (a) the quotient obtained by dividing (x) the total net revenue of the Star Division from the Effective Date to the determination date by (y) the number of days in the period from the Effective Date to the determination date by (b) 365), as determined in accordance with generally accepted accounting principles and reflected on the financial statements for Star

Divisions maintained by Group divided by (b) the average number of Physician-Partners employed by Group who are assigned to Star Divisions during the most recent twelve (12) month period. Physician and Group agree that the Buy-Out Amount is reasonable because it reflects the lost productivity and profit opportunity of Group during the Restricted Period during which Physician would otherwise not be competing with Group, and additionally compensates Group for the risk that Physician recruits away from Group physicians or other clinical staff or Facilities in which Group has made a significant investment. The parties further agree that the Buy-Out Amount is reasonable because Group's physician-partners practice in groups, are more likely to depart in groups, oversee other employed physicians and CRNAs and have developed practice patterns, relationships, protocols and the Confidential Information in a group setting that together support a Buy-Out Amount calculated on the basis of all physician-partner revenues in particular divisions, not just the individual Physician's revenues or compensation.

7. Resignation of Privileges. Physician further agrees to relinquish Physician's privileges to practice anesthesiology and to treat chronic pain at each of the Facilities upon termination of this Agreement for any reason. In connection herewith, Physician shall execute the resignation attached hereto and incorporated herein by reference as Exhibit 9-A (the "**Resignation**"), and in the event of termination of this Agreement for any reason whatsoever, Physician hereby authorizes Group to deliver such Resignation to the Facilities. Notwithstanding the foregoing, if such Resignation would result in a reportable event to the State Board of Medical Examiners or the National Practitioner Data Bank, Group will forgo delivering the Resignation to the applicable Facility and the termination of Physician's privileges at such Facility shall be conducted in conformance with any applicable fair hearing rights set forth in the then current medical staff bylaws at the applicable Facility, or shall be delivered after the conclusion of investigation or other inquiry that would result in the Resignation becoming a reportable event.

8. Confidentiality. As of the date of the execution of this Agreement and during the course of the Physician's employment, in order to allow Physician to carry out Physician's duties hereunder, Group has provided and will continue during the Term to provide to Physician Confidential Information. Physician agrees to keep confidential and to not use or disclose to others during the Term and thereafter, except as expressly consented to in writing by Group, required by law or authorized under this Agreement, any Confidential Information. This restriction shall not apply to such information if Physician can establish that such information (i) has become generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by Physician or Physician's affiliates, advisors, or representatives), (ii) has become available to Physician on a non-confidential basis from a source other than Group and its affiliates, advisors, or representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy of Group of which Physician has knowledge, or (iii) has already been or is hereafter independently acquired or developed by Physician without use of or reference to any Confidential Information. Should Physician leave the employment of Group, Physician will neither take nor retain, without prior written authorization from Group, any Confidential Information. Physician further agrees to destroy any paper or electronic copies of Confidential Information, including information contained on any personal device, upon the request of Group. For purposes of this Schedule 9, "**Confidential Information**" shall mean any financial, accounting and statistical information, marketing plans, business plans, feasibility studies, fee schedules or books, reimbursement rates, billing information, patient files, confidential technology, proprietary information, patient lists, policies and procedures or trade secrets of Group or U.S. Anesthesia Partners, Inc., its affiliates or managed practices ("**USAP**"), or other papers, reports, records, memoranda, documents, files, discs, or copies thereof pertaining to Group's patients or Group's or

USAP's business, sales, financial condition or products, or any matter or thing ascertained by Physician through Physician's affiliation with Group, the use or disclosure of which matter or thing might reasonably be construed to be contrary to the best interests of Group or USAP.

9. Exceptions to Confidentiality.

a. It shall not be a breach of Physician's covenants under Schedule 9 if a disclosure is made pursuant to a court order, a valid administrative agency subpoena, or a lawful request for information by an administrative agency. Physician shall give Group prompt notice of any such court order, subpoena, or request for information.

b. Physician shall not be prohibited from releasing any Confidential Information to Physician's legal counsel or financial advisors, provided that such advisors are under a legal obligation of confidentiality with respect to the Confidential Information.

c. Nothing in this Agreement prohibits Physician from reporting an event that Physician reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as Securities and Exchange Commission or Department of Justice), requires notice to or approval from Group before doing so, or prohibits Physician from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information provided the disclosure complies with the limitations set forth in the 2016 Defend Trade Secrets Act (DTSA). Physician is hereby provided notice that under the DTSA, (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (a) is made in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

10. Enforcement. Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action asserted by Physician against Group, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of Section 1, Section 2, Section 3, Section 4 or Section 8 of this Schedule 9. It is understood by and between the parties hereto that the covenants set forth in Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 are essential elements of this Agreement, and that, but for the agreement of Physician to comply with such covenants, Group would not have agreed to enter into this Agreement. Group and Physician agree that the foregoing covenants are appropriate and reasonable when considered in light of the nature and extent of the practice conducted by Group. If any provision or subdivision of this Agreement, including, but not limited to, the time or limitations specified in or any other aspect of the restraints imposed under Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9, is found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable, any such portion shall nevertheless be enforceable to the extent such court shall deem reasonable, and, in such event, it is the parties' intention, desire and request that the court reform such portion in order to make it enforceable. In the event of such judicial reformation, the parties agree to be bound by Section 1,

Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 as reformed in the same manner and to the same extent as if they had agreed to such reformed Sections in the first instance. Without limiting other possible remedies to Group for the breach of any covenant contained in this Schedule 9, Physician agrees that injunctive or other equitable relief shall be available to enforce such covenant, such relief to be without the necessity of posting a bond, cash, or otherwise.

EXHIBIT 9-A

RESIGNATION

By signing below, I, _____ hereby agree to automatically resign my medical staff privileges at _____ (“Facility”) effective as of the termination of my employment with U.S. Anesthesia Partners of Texas, P.A. for any reason or upon the termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility. In such event, I further waive any due process, notice, hearing and review rights I may have under the Facility’s medical staff Bylaws. Upon termination of my employment or termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility, U.S. Anesthesia Partners of Texas, P.A. is hereby authorized to complete a copy of this resignation for the Facility and deliver a copy of this resignation to the medical staff office of such Facility.

Name: _____

Date: _____

EXHIBIT E

PHYSICIAN PARTNER EMPLOYMENT AGREEMENT

This PHYSICIAN PARTNER EMPLOYMENT AGREEMENT (the “**Agreement**”) is entered into by and between U.S. Anesthesia Partners of Texas, P.A., a Texas professional association (“**Group**”) and Brian Seastrunk, M.D. (“**Physician**”).

RECITALS

- A. Group is a Texas professional association authorized to practice medicine in the State of Texas (the “**State**”) that provides professional anesthesiology services (including any specialty thereof), pain management, anesthesia related consulting, management and administrative services (“**Services**”) to patients at inpatient and outpatient facilities.
- B. Physician is a licensed physician authorized to practice medicine in the State and Group desires to hire Physician to perform the Services at some or all of the Facilities (as defined below) on behalf of Group as set forth herein.
- C. Certain clinical operations of Group including, but not limited to, making certain determinations and decisions regarding the modification and termination of this Agreement, are managed and overseen by the USAP South Texas Clinical Governance Board (the “**CGB**”) established by the Plan Regarding Compensation for Services (USAP South Texas) dated as of September 6, 2019, as such plan may be amended, modified, replaced or superseded (the “**PRCS**”).
- D. Physician is acknowledged as a “Physician-Partner” (as such term is defined in the PRCS) within the CGB.
- E. It is determined to be to the mutual advantage of Group and Physician to enter into this Agreement as set out herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and Physician’s specific agreement to the terms of Schedule 9, attached hereto and incorporated herein by reference, and the monies to be paid hereunder, Group agrees to hire Physician and Physician agrees to work for Group upon the following terms and conditions:

1. Recitals Approved; Schedules Incorporated; CGB Authority. The above recitals are true and correct and are made a part hereof. Schedule 4, Schedule 9 and Exhibit 9-A, which are attached hereto, are hereby incorporated into this Agreement by reference. Notwithstanding any provision or provisions to the contrary, the parties agree that the rights and duties of the Group are limited by the USAP South Texas Clinical Governance Board Charter, and specifically, but not limited to, Group’s exercise of its right related to the termination of the Physician, Physician’s staffing obligations at Facilities, Physicians use of mid-level or other clinical providers, Physician’s paid time off, call obligations and Physician’s scheduling. Accordingly, any reference to the Group herein, includes and requires, where applicable, the Group to obtain the CGB’s specific consent as provided in the USAP South Texas Clinical Governance Board Charter before Group may exercise its rights hereunder.

2. Qualifications; Notifications.

(a) At all times during the Term (as defined in Section 7) of this Agreement, Physician shall meet the following qualifications: (i) maintain an unrestricted license to practice medicine in the State (including an “Office Based Anesthesia” permit if required by Group); (ii) maintain an unrestricted DEA permit; (iii) maintain board certification or eligibility with the American Board of Anesthesiology; and (iv) be eligible to be a participating provider with Medicare and Medicaid. The foregoing shall collectively be referred to as the “**Qualifications**”. Physician agrees and acknowledges that Physician’s employment by Group is contingent upon Physician continuously meeting the Qualifications. In addition, Physician shall maintain unrestricted medical staff membership and clinical privileges in good standing on the Medical Staff of each Facility as directed by Group.

(b) Physician shall notify Group, no later than forty-eight (48) hours of: (i) the initiation of any action to suspend, restrict, deny, relinquish or revoke (A) Physician’s license to practice medicine in the State or any other state in which Physician holds a license to practice medicine; (B) Physician’s medical staff privileges at any Facility; or (C) Physician’s DEA permit; or (ii) Physician’s receipt of notice of (A) the initiation of any disciplinary proceeding or adverse action involving Physician with respect to any medically related matter before any administrative agency or governmental body; (B) the intent to file or the actual filing of any medically related liability action involving Physician in any capacity; or (C) any arrest, indictment, conviction, guilty plea or plea of nolo contendere for any criminal conduct or other crime involving dishonesty or moral turpitude naming Physician. Physician shall provide Group with copies of any such complaints, notices, charges, lawsuits and related non-privileged documents promptly upon request of Group.

(c) For purposes of this Agreement, “**Facilities**” mean all hospitals, facilities and other locations (i) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group and who are or were assigned to a Star Division (as defined in the PRCS (as defined below)) (individually a “**Star Clinician**”) provided Services during the Term, (ii) that are located in the same county as a hospital, facility or other location described in the foregoing clause (i) or in any county contiguous to such county and at which clinicians who are or were employed by or have or had an independent contractor relationship with Group (individually a “**Related Star Clinician**” and collectively with the Star Clinicians the “**Affiliated Clinicians**”) provided Services during the Term, (iii) at which Group had a contract in effect for any (x) Star Clinicians to render Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iii)(x) or in any county contiguous to such county, and (iv) at which Group has been in active negotiations for (x) Star Clinicians to provide Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iv)(x) or in any county contiguous to such county.

3. Duties of Physician.

(a) Physician is employed by Group to use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to

time to maintain full-time status for a Physician-Partner (which requirements will be set forth on Schedule II to the PRCS); provided that if Physician notifies Group in writing that Physician desires to work part-time from after a specified date that is at least twelve (12) months after the date that such notice is delivered (the “**Part-Time Start Date**”) and the CGB approves Physician working part-time, then from and after the Part-Time Start Date, in lieu of Physician rendering such Services on a full-time basis, Physician shall use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to time to maintain part-time status for a Physician-Partner (which requirements will be set forth on Schedule I to the PRCS). Physician shall not, without the prior written consent of the CGB and Group, which may in the CGB’s and Group’s sole discretion be withheld or conditioned upon Physician meeting other requirements, engage in the provision of professional medical services other than Services provided pursuant to this Agreement. Physician acknowledges and agrees that, except as otherwise agreed by the CGB and Group, Physician must meet the minimum requirements of a Physician-Partner as defined by the PRCS from time to time in order for Physician to maintain Physician’s status as a Physician-Partner. At all times while Physician is an employee of Group, Physician shall retain independent discretion and shall exercise professional judgment consistent with generally accepted medical practices, the ethical standards of the Texas and American Medical Associations and the professional standards of Group, in the provision of Services at the Facilities. Physician’s duties shall include but not be limited to (i) examination, evaluation and treatment of patients; (ii) participation in Group’s on-call rotation for after-hours coverage; (iii) participation in Group’s indigent and charity care programs; and (iv) such other duties as may reasonably be assigned by Group from time to time.

(b) Physician shall perform all Services in accordance with (i) this Agreement; (ii) the bylaws, rules and regulations of the Medical Staff of each Facility at which Physician renders Services; (iii) the terms and conditions of any contractual arrangement regarding the performance of Services between Group and the applicable Facility (upon written request, a summary of the material and relevant terms of any such agreement shall be provided to Physician); and (iv) any applicable policies and procedures established by the CGB and/or Group, including but not limited to the Group’s Clinical Code of Conduct and Conflict of Interest Policy.

(c) Physician agrees and acknowledges that the CGB may conduct a review of Physician’s ability to safely perform Services at any time (“**Review**”).

(d) Physician shall assist in providing supervision of physician assistants, nurses, nurse anesthetists, anesthesiology assistants and other non-physician health care personnel providing services on behalf of Group. All such non-physician personnel shall be under Physician’s control and direction in the performance of health care services for patients treated by Physician.

(e) Physician shall provide Services on a nondiscriminatory basis and may not refuse to provide medical services to any patient accepted by Group.

(f) Physician shall participate in, and cooperate with Group in connection with, the quality assurance and risk management program(s) developed by Group. Physician shall also be subject to and actively participate in any utilization review program(s) developed by or on behalf of Group.

(g) Physician agrees and acknowledges that many of the contractual arrangements Group holds with the Facilities are exclusive in nature and, as a result, require the automatic termination of medical staff membership and clinical privileges for all of Group's providers upon termination of the contractual arrangement. Physician hereby agrees and consents to the foregoing and further waives any due process, notice, hearing and review rights he/she may have under such Facility's medical staff bylaws upon termination of Group's contractual relationship with Facility or upon Physician's termination of employment with Group for any reason.

4. Compensation, Benefits, and Expense Reimbursement. Group shall pay to or for the benefit of Physician as compensation and/or benefits for the Services performed by Physician the amounts set forth on Schedule 4. In addition, Group shall provide Physician benefits and business expense reimbursements as set forth on Schedule 4. Group shall provide, or cause to be provided, all space, equipment, supplies, non-physician health care personnel and clerical, administrative and other personnel as are reasonably necessary and appropriate, consistent with Group's past practices and the CGB's recommendations, for Physician's performance of Services on behalf of Group.

5. Fees. Group shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to patients by Group. All sums paid by any patient of Group in the way of fees, salary, or otherwise for medical services rendered by Physician shall be and remain payments of Group and shall be included in Group's income. Physician hereby assigns to Group all rights to bill for Services rendered by Physician and shall execute any additional documentation as may be requested by Group documenting such assignment. In the event Physician receives any amounts from any patients, third party payors or other third parties which are the property of Group, Physician shall immediately endorse and deliver the same to Group.

6. Patients, Medical Records. Group shall have the authority to determine who will be accepted as patients of Group. Group also shall have the authority to designate, or to establish a procedure for designating, which professional physician of Group will handle each such patient. Physician shall, in accordance with policies developed by or on behalf of Group, timely prepare all medical records in respect of patients treated by Physician. All medical records generated in respect of patients treated by Physician or any other physician engaged by Group during the Term shall be and remain the property of Group or Facilities, as appropriate, and shall be maintained at the Facilities; provided, however, that Physician shall have such right of access to such medical records as shall be provided by law. In addition, Physician shall timely prepare and deliver such other records and reports relating to the operations of Group as Group may reasonably request. Physician shall abide by all state and federal laws regarding the confidentiality of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transaction Standards (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act of 2009 enacted as part of the American Recovery and Reinvestment Act of 2009.

7. Term and Termination. The term of this Agreement will commence on the September 6, 2019 and will continue thereafter until terminated as provided herein (the "**Term**").

(a) This Agreement may be terminated upon the mutual written agreement of the parties.

(b) Physician may terminate this Agreement without cause upon the delivery of one hundred eighty (180) days prior written notice to Group. Group may terminate this Agreement

without cause upon the delivery of ninety (90) days prior written notice to Physician; provided that during such ninety (90) day notice period, Group may elect, in its sole discretion, to remove Physician from the schedule and to pay any remaining amounts due to Physician for the remainder of such notice period.

(c) Group may terminate this Agreement for good and sufficient cause. Such termination shall be effective upon the delivery of written notice thereof to Physician or at such later time as may be designated in said notice, and Physician shall cease performance of Services hereunder and vacate the offices of Group and the Facilities on or before such effective date. The written notice shall specify the cause for termination. For purposes of this Section 7.c, the term “good and sufficient cause” shall include, but not be limited to, any one or more of the following:

- (1) Physician’s failure to maintain any of the Qualifications.
- (2) A determination is made by the CGB that there is an immediate and significant threat to the health or safety of any patient as a result of the services provided by Physician, or as a result of Physician’s medical misconduct or other gross neglect in the provision of professional services.
- (3) Any felony indictment naming Physician or conviction of a felony by Physician.
- (4) Any investigation for any alleged violation or violation by Physician of any Medicare or Medicaid statutes, 42 U.S.C. § 1320a-7b (the “**Anti-Kickback Statute**”), 31 U.S.C. § 3729 (the “**False Claims Act**”), 42 U.S.C. § 1395nn (the “**Stark Law**”), or the regulations promulgated pursuant to such statutes, or any similar federal, state or local statutes or regulations promulgated pursuant to such statutes.
- (5) Physician’s ineligibility to be insured against medical malpractice.
- (6) Physician does not satisfactorily pass the Review, except in the instance where Physician satisfies the remedial action requested.
- (7) Any dishonest or unethical behavior by Physician that results in damage to or discredit upon Group.
- (8) Any intentional conduct or action by Physician that negatively affects the ability of Group to deliver Services to any Facility or any other facility.
- (9) Physician’s violation of the Clinician Code of Conduct of Group or failure to comply with any clinical practice guidelines as may be established by Group from time to time.
- (10) Physician no longer meets the requirements to be a Physician-Partner as such requirements may, from time to time, be established or modified by the CGB.
- (11) Physician’s violation of Section 9.

(d) In the event either party shall give written notice to the other party that such other party has substantially defaulted in the performance of any material duty or material obligation imposed upon it by this Agreement, and such default shall not have been cured within thirty (30)

days following receipt of such notice, the non-defaulting party shall have the right to immediately terminate this Agreement. For purposes of this subsection (d), a default shall include Physician ceasing to be a member in good standing of the Medical Staff of any of the Facilities at which Physician is assigned to render Services by the CGB.

(e) In the event that there shall be a change in federal or state law, the Medicare or Medicaid statutes, regulations, or general instructions (or in the application thereof), the adoption of new legislation or regulations applicable to this Agreement, or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the ability of Group to obtain reimbursement for Services rendered by Physician, then either party may by notice propose an amendment to conform this Agreement to existing laws. If notice of such a change or an amendment is given and if Group and Physician are unable within ninety (90) days thereafter to agree upon the amendment, then either party may terminate this Agreement by ninety (90) days' notice to the other, unless a sooner termination is required by law or circumstances.

(f) This Agreement shall automatically terminate upon the death of Physician.

(g) This Agreement shall terminate upon written notice by either party in the event Physician becomes disabled, as further described in Section 8.

(h) Upon termination of this Agreement for any reason whatsoever, Physician shall submit to Group within five (5) days of such termination all outstanding charges for professional services rendered by Physician on behalf of Group. Group shall have the right to withhold any earned, but unpaid compensation for services rendered by Physician through the effective date of termination, until such time as Physician has submitted to Group all outstanding charges for professional services rendered by Physician on behalf of Group.

(i) Except as otherwise provided herein, upon termination of this Agreement for any reason, Physician shall be entitled to Physician's earned, but unpaid compensation for Services rendered by Physician through the effective date of termination, as determined in accordance Schedule 4. In the event of the death of Physician, such amounts shall be paid to Physician's estate.

(j) Immediately upon termination of this Agreement, Physician shall surrender all keys, identification badges, telephones, pagers, computers and any other property of Group in the possession of Physician.

(k) Physician agrees and acknowledges that upon termination of this Agreement for any reason, Group shall submit Physician's Resignation (as such term is defined in Schedule 9) to any Facility at which Physician maintains medical staff privileges.

(l) Physician agrees and acknowledges that Group will suffer significant damages if Physician terminates his or her employment without cause with less than one hundred eighty (180) days advance notice to Group as a result of, among other things, the difficulty and associated costs of recruiting and credentialing a new replacement physician. Physician agrees that if Physician terminates this Agreement with less than one hundred eighty (180) days advance notice to Group, Physician shall pay to Group all costs and expenses Group incurs in obtaining locum tenens coverage as an interim replacement for Physician in recruiting a permanent replacement.

8. Disability of Physician. Upon determination by the CGB of the Disability of Physician that no reasonable accommodation may be made to perform the essential functions of a physician as stated in Section 3, this Agreement may be immediately terminated by Group upon written notice to Physician. The term “Disability of Physician” shall have the same meaning as that type of disability that entitled Physicians to payments for permanent disability pursuant to the disability policy covering Physician. In the event no disability policy exists covering Physician, the term “Disability of Physician,” as used herein, shall mean that point in time when Physician is unable to resume the essential functions required of Physician under this Agreement, as performed prior to such time, within one hundred and eighty (180) days after the disabling event. If the disabling event is not a separate and distinct happening, the 180-day period shall begin at the time Physician is unable to perform the essential functions of the position as stated in Section 3 for thirty (30) consecutive work days. Additionally, Physician shall be considered disabled if he/she does not perform his/her duties for one-hundred and eighty (180) days during a three hundred sixty (360) day period. If the CGB determines that Physician is not performing his/her duties because of a physical or medical condition, then Physician shall submit to a physical and/or mental examination of two (2) independent physicians selected by the CGB reasonably in good faith to determine the nature and extent of such condition and Physician agrees to be bound by such determination.

9. Non-Disclosure, Non-Solicitation and Non-Competition. Physician shall comply with the non-disclosure, non-solicitation and non-competition covenants set forth on Schedule 9.

10. Assignment of Intellectual Property. Physician shall promptly and fully disclose all Intellectual Property to Group. Physician hereby assigns and agrees to assign to Group (or as otherwise directed by Group) Physician’s full right, title and interest in and to all Intellectual Property. At Group’s sole cost and expense, Physician agrees to execute any and all applications for patents, copyrights and/or other proprietary rights, and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by Group to assign all Intellectual Property to Group and to permit Group to enforce any patents, copyrights and/or other proprietary rights to the Intellectual Property. All copyrightable works that Physician creates shall be considered “work made for hire” for the sole benefit of Group. For purposes of this Section 10, “**Intellectual Property**” shall mean inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by Physician (whether alone or with others, whether or not during normal business hours or on or off Group premises) during Physician’s employment with Group that either (a) relates to the business of Group (including administering anesthesia to patients) or (b) makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities). Physician may exclude from the definition of Intellectual Property and any obligations relating thereto, inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) developed by Physician (i) prior to the date of this Agreement, which are identified on Schedule 10 attached hereto and (ii) after the date of this Agreement in connection with Physician’s engagement in outside professional activities that have been approved by the CGB or that have been undertaken entirely on Physician’s own time unless, in the case of this clause (ii), Physician makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities) in connection with such development (collectively, “**Excluded IP**”). Physician will promptly advise Group in writing of any Excluded IP that Physician develops or proposes to develop after the date of this Agreement that is not set forth on Schedule 10 and provide such information and assurances as Group may reasonably request to determine whether or not such Intellectual Property

constitutes Excluded IP hereunder. If Group determines that such Intellectual Property does not constitute Excluded IP hereunder, Group will notify Physician in writing thereof within 30 days after receiving such notice, information and assurances, provided, that if Group does not notify Physician in writing within 30 days after receiving such notice, information and assurances, then such Intellectual Property shall be considered Excluded IP hereunder to the extent such Intellectual Property satisfies the requirements of Excluded IP set forth above.

11. Right of Offset. If Physician's employment with Group is terminated for any reason, Group shall have the right to offset against any compensation (earned, but unpaid or otherwise) or other amounts due to Physician under this Agreement or otherwise, any indebtedness, whether or not evidenced by a promissory note and whether or not mature or due and payable, owed by Physician to Group.

12. Miscellaneous.

(a) Factual Information: Physician represents and warrants that any and all factual information furnished by Physician to Group will be true and accurate in every material respect as of the date on which such information is furnished.

(b) Authority: Physician has full power and authority to enter into this Agreement and perform all obligations under this Agreement. The execution and performance of this Agreement by Physician will not constitute a breach or violation of any covenant, agreement or contract to which Physician is a party or by which Physician is bound.

(c) Assignment; Benefit: This Agreement and the rights and duties of Physician hereunder may not be assigned by Physician without the prior written consent of Group. Group may assign this Agreement or any and all rights or obligations hereunder, without the prior written consent of Physician, to any legal entity owned or controlled by or under common control with Group if, as a mandatory condition to such assignment, the assignee entity, commiserate with the assignment, adopt and agree in writing to be bound to and by the then current USAP South Texas Clinical Governance Board Charter and PRCS. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.

(d) Compliance: Group and Physician expressly agree that nothing contained in this Agreement shall require Group or Physician to refer or admit any patients to any of the Facilities or to any other individual entities. Physician agrees to use Physician's best efforts to ensure Physician's activities are in full compliance with all rules and regulations including, but not limited to, the rules and regulations relative to the Medicare and Medicaid programs, and the rules and regulations relative to any applicable private payor programs. Physician further agrees to immediately report any violations of such rules or regulations observed by Physician to the person(s) designated in Group's compliance policies and procedures.

(e) Invalid Provision: The invalidity or unenforceability of a particular provision, paragraph, subparagraph, sentence or term of this Agreement shall not affect the other provisions, paragraphs, subparagraphs, sentences or terms hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision, paragraph, subparagraph, sentence or term was omitted.

(f) Modification: No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto; provided, however, if Physician no longer qualifies as a Physician-Partner and the CGB has elected to change such Physician's designation from being a Physician-Partner, then without any action required by Physician (i) all references herein to Physician-Partner (other than such references in Schedule 9) shall mean a physician other than a Physician-Partner, (ii) such Physician shall no longer have the right to serve on the Clinical Governance Board or any other voting rights associated with being a Physician-Partner, (iii) Recital D herein shall be deemed to be intentionally omitted and (iv) such Physician shall receive a new compensation plan from Group pursuant to which Physician shall receive compensation for the services provided hereunder, to be attached hereto as a revised Schedule 4.

(g) Waiver: The waiver by either party or the CGB of a breach or violation of any provision of this Agreement will not operate as, or be construed to constitute, a waiver by such party of any subsequent breach of the same or other provision hereof.

(h) Third Party Beneficiary: The CGB is an express third-party beneficiary of this Agreement and shall have the right to enforce its rights hereunder in accordance with the applicable laws of the State as if it was a party hereto.

(i) Notice: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered, or if sent by certified return receipt mail, postage prepaid, to the addresses set forth below, unless otherwise notified in writing:

GROUP:

w/a copy to:

U.S. Anesthesia Partners of Texas, P.A.
1500 City West Blvd, Suite 300
Houston, TX 72042
Attn: Sr. Vice President – Operations

U.S. Anesthesia Partners, Inc.
12222 Merit Drive, Suite 700
Dallas, TX 75251
Attn: General Counsel

PHYSICIAN:

Current address on file with Human Resources

(j) Applicable Law and Venue: This Agreement shall be governed, construed, enforced and regulated under and by the laws of the State. Each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of the state and Federal courts of Bexar County, Texas, and any appellate court from such court, in any action or proceeding arising out of or relating to this Agreement.

(k) Legal Fees and Costs: In the event that either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such legal expenses, including without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

(l) Entire Agreement: This Agreement, the Schedules attached hereto and the PRCS constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces any prior employment agreements and/or arrangements, oral or otherwise, between the parties hereto and any prior statements, representations or warranties not

expressly incorporated herein. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the statements, representations and agreements contained in this Agreement and no others.

(m) Survivability: The provisions of Sections 3(g), 4, 5, 9, 10, 11 and 12, Schedule 4 and Schedule 9 shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, except as otherwise expressly set forth on Schedule 9, the non-compete and non-solicit covenants of Physician with respect to Schedule 9 shall terminate upon Physician's payment of the Buy-Out Amount as further described in Schedule 9. In addition, the duration of the covenants contained in this Agreement shall be tolled during the continuation of any breach or violation and will continue or commence again only upon Physician's strict compliance with such covenants.

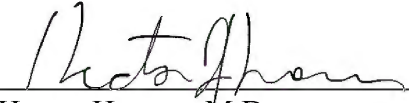
(n) Rule of Interpretation: The general rule that an agreement is to be interpreted against the drafter of an agreement in the case of an ambiguity is not to be recognized hereunder, as this Agreement was developed by the mutual consent and negotiation of the parties. The fact that this Agreement was actually prepared by counsel for one of the parties was merely as a matter of convenience for all of the parties. For purposes of this Agreement, the term "affiliate" shall mean means, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified person or entity; provided that U.S. Anesthesia Partners, Inc. and its affiliates shall be deemed an Affiliate of Group, the term "control" when used with respect to any person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have correlative meanings.

(o) Effective Date. For the avoidance of doubt, this Agreement shall only be effective upon the date of the occurrence of the Effective Time (as defined in the Agreement and Plan of Merger (the "**Merger Agreement**") dated as June 11, 2019 among U.S. Anesthesia Partners Holdings, Inc., the Practice and the other parties thereto) (the "**Effective Date**"). In the event that the Merger Agreement is terminated, this Agreement shall automatically terminate and be of no further force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

U.S. ANESTHESIA PARTNERS OF TEXAS, P.A.

By: 

Name: Hector Herrera, M.D.

Title: President

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

GROUP:

U.S. ANESTHESIA PARTNERS OF TEXAS,
P.A.

PHYSICIAN:

Brian Seastrunk

By: _____
Name:
Title:

DocuSigned by:

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Schedule 10

Carved-Out Intellectual Property

Intellectual Property developed prior to the Agreement and excluded from Section 10:

None.

SCHEDULE 4

COMPENSATION, PHYSICIAN BENEFITS, BUSINESS EXPENSES AND PROFESSIONAL LIABILITY INSURANCE

Compensation

Group shall pay to or for the benefit of Physician compensation for the Services in an amount determined under the USAP South Texas Compensation Plan, as such plan may be amended from time to time. Physician agrees and acknowledges that Group shall only be required to exercise its normal billing procedures with respect to collecting Group's accounts receivable and will not be required to institute judicial or other procedures or any other action to collect any accounts receivable.

Physician Benefits

Physician shall be entitled to those benefits and time off which are customarily offered to similarly situated Physician-Partners under Group's employee benefits plans, subject to meeting any eligibility requirements imposed by such plans. Physician agrees and acknowledges that Group may modify its benefits plans from time to time, provided such modifications apply to all similarly situated Physician-Partners.

Business Expenses

Group shall reimburse Physician for business expenses incurred by Physician in fulfilling his or her responsibilities under this Agreement and as set forth in Group's separate business expense reimbursement policy, as such policy may be amended by Group from time to time.

Professional Liability Insurance

Group shall purchase, maintain and pay all premiums for malpractice insurance insuring Group and Physician, with such limits of coverage and with such insurer as shall be determined by Group from time to time.

In the event Group changes to a "claims made" policy in the future, upon the termination of Physician's employment with Group for any reason, Physician shall be responsible for purchasing "tail" coverage to ensure continuous coverage to Physician and Group for the Services rendered by Physician under this Agreement.

SCHEDULE 9

NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS AND NON-COMPETE AND NON-SOLICIT AGREEMENT

Physician recognizes that Group's decision to enter into this Agreement is induced primarily because of the covenants and assurances made by Physician in this Agreement, that Physician's covenant not to compete and not to solicit is necessary to ensure the continuation of the business of Group and the reputation of Group, as well as to protect Group from unfair business competition, including but not limited to, the improper use of Confidential Information (as defined below), and that irrevocable harm and damage will be done to Group if Physician unlawfully competes with Group. Therefore, in consideration of the promises contained herein, including without limitation those related to Confidential Information, except as may be otherwise expressly provided in this Agreement, the Physician agrees as follows:

1. Non-Competition: During the Term and for a period of two (2) years following termination of this Agreement (for whatever reason) (the "**Restricted Period**"), Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services within five (5) miles of any Facility. For purposes of this Schedule 9, "**Person**" shall mean any individual (including Physician), any association, corporation, company, trust, partnership or other entity.
2. Non-Competition (Group): During Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services at any hospitals, facilities or other locations (other than a Facility) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group provided Services during the Term.
3. Non-Solicit: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) solicit any past or current patient to whom Physician or any other Affiliated Clinician provided Services during the Term ("**Patient**"), or immediate family member of such Patient, for purposes of inducing the Patient to become a patient of Physician or any other Person; (ii) solicit any physician (including surgeons) for which Physician or any other Affiliated Clinician provided Services to such physician's patients at any time during the Term, for purposes of inducing such physician to consult with or utilize Physician or any other Person in the care of such physician's patients; (iii) solicit any Facility for the purpose of obtaining any contractual relationship with such Facility for Physician or any other Person; or (iv) solicit for employment, or employ or engage, any individual who is employed by Group (1) in the case of each day during the Term, within the twelve (12) month period prior to such day and (2) in the case of the period following the termination of this Agreement, within the twelve (12) month period prior to the date of

such termination, to perform services on behalf of Physician or any other Person that provides Services. Notwithstanding the foregoing, Group shall (x) permit Physician to have access to a list of the Patients whom Physician has seen or treated within one (1) year of termination of this Agreement; and (y) provide Physician (A) access to the medical records of the Patients whom Physician has seen or treated upon authorization of the Patient in the same form as maintained or available to Group; and (B) any copies of the medical records for a reasonable fee as established by the Texas State Board of Medical Examiners under the Texas Medical Practice Act (Texas Occupations Code Section 159.008). Any access to a list of Patients or to Patients' medical records after termination of this Agreement shall not include such list or records to be provided in a format different than that by which such records are maintained except by mutual consent of the parties to this Agreement.

4. Non-Interference; Administrative Services: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) call on or solicit any Facility, employee, independent contractor or other Person who has a contractual relationship with Group for the purpose of persuading or attempting to persuade such Person to cease doing business with or performing services for, or materially reduce the volume of, or adversely alter the terms with respect to, the business or services that such Person does with or performs for Group or any affiliate thereof or in any way otherwise interfere with the relationship between any such Facility, employee, independent contractor or other Person, on the one hand, and Group or any affiliate thereof, on the other hand, or (ii) provide management, administrative or consulting services to any Person that provides Services within five (5) miles of any of the Facilities. This provision shall survive the payment of the Buy-Out Amount.

5. Continuing Care. Physician shall not be prohibited from providing continuing care and treatment to a specific Patient or Patients during the course of an acute illness at any time, including following termination of this Agreement or Physician's employment. Following such termination, Physician understands and agrees that Physician will not be permitted to utilize Facility premises, staff, supplies and/or any other Facility-owned resource, unless failure to do so would compromise an acute patient's health and well-being, in which case Group, in its sole discretion, will provide written authorization to Physician on a case-by-case basis so that Physician may treat such Patient at the appropriate Facility, and even then, only to the extent and of such duration, that the acute nature of the Patient's condition requires.

6. Buy-Out Exception. Physician may be released of the non-competition and non-solicitation provisions contained in Section 1, Section 2 and Section 3 of this Schedule 9 upon payment by Physician to Group of a reasonable price prior to a breach by Physician. The parties acknowledge, and hereby decline and waive, their option to have the reasonable price of the buy-out determined by an arbitrator, whether selected by the parties or a court of competent jurisdiction. The parties agree that a reasonable price shall be the amount equal to 200% of the Net Revenue per Physician Partner (the "**Buy-Out Amount**"). For purposes of this Schedule 9, "**Net Revenue per Physician Partner**" shall mean a dollar amount equal to (a) the total net revenue of the Star Divisions for the most recent twelve (12) month period (and for any period within twelve (12) months of the Effective Date the product obtained by multiplying (a) the quotient obtained by dividing (x) the total net revenue of the Star Division from the Effective Date to the determination date by (y) the number of days in the period from the Effective Date to the determination date by (b) 365), as determined in accordance with generally accepted accounting principles and reflected on the financial statements for Star

Divisions maintained by Group divided by (b) the average number of Physician-Partners employed by Group who are assigned to Star Divisions during the most recent twelve (12) month period. Physician and Group agree that the Buy-Out Amount is reasonable because it reflects the lost productivity and profit opportunity of Group during the Restricted Period during which Physician would otherwise not be competing with Group, and additionally compensates Group for the risk that Physician recruits away from Group physicians or other clinical staff or Facilities in which Group has made a significant investment. The parties further agree that the Buy-Out Amount is reasonable because Group's physician-partners practice in groups, are more likely to depart in groups, oversee other employed physicians and CRNAs and have developed practice patterns, relationships, protocols and the Confidential Information in a group setting that together support a Buy-Out Amount calculated on the basis of all physician-partner revenues in particular divisions, not just the individual Physician's revenues or compensation.

7. Resignation of Privileges. Physician further agrees to relinquish Physician's privileges to practice anesthesiology and to treat chronic pain at each of the Facilities upon termination of this Agreement for any reason. In connection herewith, Physician shall execute the resignation attached hereto and incorporated herein by reference as Exhibit 9-A (the "**Resignation**"), and in the event of termination of this Agreement for any reason whatsoever, Physician hereby authorizes Group to deliver such Resignation to the Facilities. Notwithstanding the foregoing, if such Resignation would result in a reportable event to the State Board of Medical Examiners or the National Practitioner Data Bank, Group will forgo delivering the Resignation to the applicable Facility and the termination of Physician's privileges at such Facility shall be conducted in conformance with any applicable fair hearing rights set forth in the then current medical staff bylaws at the applicable Facility, or shall be delivered after the conclusion of investigation or other inquiry that would result in the Resignation becoming a reportable event.

8. Confidentiality. As of the date of the execution of this Agreement and during the course of the Physician's employment, in order to allow Physician to carry out Physician's duties hereunder, Group has provided and will continue during the Term to provide to Physician Confidential Information. Physician agrees to keep confidential and to not use or disclose to others during the Term and thereafter, except as expressly consented to in writing by Group, required by law or authorized under this Agreement, any Confidential Information. This restriction shall not apply to such information if Physician can establish that such information (i) has become generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by Physician or Physician's affiliates, advisors, or representatives), (ii) has become available to Physician on a non-confidential basis from a source other than Group and its affiliates, advisors, or representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy of Group of which Physician has knowledge, or (iii) has already been or is hereafter independently acquired or developed by Physician without use of or reference to any Confidential Information. Should Physician leave the employment of Group, Physician will neither take nor retain, without prior written authorization from Group, any Confidential Information. Physician further agrees to destroy any paper or electronic copies of Confidential Information, including information contained on any personal device, upon the request of Group. For purposes of this Schedule 9, "**Confidential Information**" shall mean any financial, accounting and statistical information, marketing plans, business plans, feasibility studies, fee schedules or books, reimbursement rates, billing information, patient files, confidential technology, proprietary information, patient lists, policies and procedures or trade secrets of Group or U.S. Anesthesia Partners, Inc., its affiliates or managed practices ("**USAP**"), or other papers, reports, records, memoranda, documents, files, discs, or copies thereof pertaining to Group's patients or Group's or

USAP's business, sales, financial condition or products, or any matter or thing ascertained by Physician through Physician's affiliation with Group, the use or disclosure of which matter or thing might reasonably be construed to be contrary to the best interests of Group or USAP.

9. Exceptions to Confidentiality.

a. It shall not be a breach of Physician's covenants under Schedule 9 if a disclosure is made pursuant to a court order, a valid administrative agency subpoena, or a lawful request for information by an administrative agency. Physician shall give Group prompt notice of any such court order, subpoena, or request for information.

b. Physician shall not be prohibited from releasing any Confidential Information to Physician's legal counsel or financial advisors, provided that such advisors are under a legal obligation of confidentiality with respect to the Confidential Information.

c. Nothing in this Agreement prohibits Physician from reporting an event that Physician reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as Securities and Exchange Commission or Department of Justice), requires notice to or approval from Group before doing so, or prohibits Physician from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information provided the disclosure complies with the limitations set forth in the 2016 Defend Trade Secrets Act (DTSA). Physician is hereby provided notice that under the DTSA, (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (a) is made in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) is made in a complaint or other documented filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

10. Enforcement. Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action asserted by Physician against Group, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of Section 1, Section 2, Section 3, Section 4 or Section 8 of this Schedule 9. It is understood by and between the parties hereto that the covenants set forth in Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 are essential elements of this Agreement, and that, but for the agreement of Physician to comply with such covenants, Group would not have agreed to enter into this Agreement. Group and Physician agree that the foregoing covenants are appropriate and reasonable when considered in light of the nature and extent of the practice conducted by Group. If any provision or subdivision of this Agreement, including, but not limited to, the time or limitations specified in or any other aspect of the restraints imposed under Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9, is found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable, any such portion shall nevertheless be enforceable to the extent such court shall deem reasonable, and, in such event, it is the parties' intention, desire and request that the court reform such portion in order to make it enforceable. In the event of such judicial reformation, the parties agree to be bound by Section 1,

Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 as reformed in the same manner and to the same extent as if they had agreed to such reformed Sections in the first instance. Without limiting other possible remedies to Group for the breach of any covenant contained in this Schedule 9, Physician agrees that injunctive or other equitable relief shall be available to enforce such covenant, such relief to be without the necessity of posting a bond, cash, or otherwise.

EXHIBIT 9-A
RESIGNATION

By signing below, I, _____ hereby agree to automatically resign my medical staff privileges at _____ (“Facility”) effective as of the termination of my employment with U.S. Anesthesia Partners of Texas, P.A. for any reason or upon the termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility. In such event, I further waive any due process, notice, hearing and review rights I may have under the Facility’s medical staff Bylaws. Upon termination of my employment or termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility, U.S. Anesthesia Partners of Texas, P.A. is hereby authorized to complete a copy of this resignation for the Facility and deliver a copy of this resignation to the medical staff office of such Facility.

Name: _____

Date: _____

EXHIBIT F

PHYSICIAN PARTNER EMPLOYMENT AGREEMENT

This PHYSICIAN PARTNER EMPLOYMENT AGREEMENT (the “**Agreement**”) is entered into by and between U.S. Anesthesia Partners of Texas, P.A., a Texas professional association (“**Group**”) and Andrew Zurovec, M.D. (“**Physician**”).

RECITALS

- A. Group is a Texas professional association authorized to practice medicine in the State of Texas (the “**State**”) that provides professional anesthesiology services (including any specialty thereof), pain management, anesthesia related consulting, management and administrative services (“**Services**”) to patients at inpatient and outpatient facilities.
- B. Physician is a licensed physician authorized to practice medicine in the State and Group desires to hire Physician to perform the Services at some or all of the Facilities (as defined below) on behalf of Group as set forth herein.
- C. Certain clinical operations of Group including, but not limited to, making certain determinations and decisions regarding the modification and termination of this Agreement, are managed and overseen by the USAP South Texas Clinical Governance Board (the “**CGB**”) established by the Plan Regarding Compensation for Services (USAP South Texas) dated as of September 6, 2019, as such plan may be amended, modified, replaced or superseded (the “**PRCS**”).
- D. Physician is acknowledged as a “Physician-Partner” (as such term is defined in the PRCS) within the CGB.
- E. It is determined to be to the mutual advantage of Group and Physician to enter into this Agreement as set out herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and Physician’s specific agreement to the terms of Schedule 9, attached hereto and incorporated herein by reference, and the monies to be paid hereunder, Group agrees to hire Physician and Physician agrees to work for Group upon the following terms and conditions:

1. Recitals Approved; Schedules Incorporated; CGB Authority. The above recitals are true and correct and are made a part hereof. Schedule 4, Schedule 9 and Exhibit 9-A, which are attached hereto, are hereby incorporated into this Agreement by reference. Notwithstanding any provision or provisions to the contrary, the parties agree that the rights and duties of the Group are limited by the USAP South Texas Clinical Governance Board Charter, and specifically, but not limited to, Group’s exercise of its right related to the termination of the Physician, Physician’s staffing obligations at Facilities, Physicians use of mid-level or other clinical providers, Physician’s paid time off, call obligations and Physician’s scheduling. Accordingly, any reference to the Group herein, includes and requires, where applicable, the Group to obtain the CGB’s specific consent as provided in the USAP South Texas Clinical Governance Board Charter before Group may exercise its rights hereunder.

2. Qualifications; Notifications.

(a) At all times during the Term (as defined in Section 7) of this Agreement, Physician shall meet the following qualifications: (i) maintain an unrestricted license to practice medicine in the State (including an “Office Based Anesthesia” permit if required by Group); (ii) maintain an unrestricted DEA permit; (iii) maintain board certification or eligibility with the American Board of Anesthesiology; and (iv) be eligible to be a participating provider with Medicare and Medicaid. The foregoing shall collectively be referred to as the “**Qualifications**”. Physician agrees and acknowledges that Physician’s employment by Group is contingent upon Physician continuously meeting the Qualifications. In addition, Physician shall maintain unrestricted medical staff membership and clinical privileges in good standing on the Medical Staff of each Facility as directed by Group.

(b) Physician shall notify Group, no later than forty-eight (48) hours of: (i) the initiation of any action to suspend, restrict, deny, relinquish or revoke (A) Physician’s license to practice medicine in the State or any other state in which Physician holds a license to practice medicine; (B) Physician’s medical staff privileges at any Facility; or (C) Physician’s DEA permit; or (ii) Physician’s receipt of notice of (A) the initiation of any disciplinary proceeding or adverse action involving Physician with respect to any medically related matter before any administrative agency or governmental body; (B) the intent to file or the actual filing of any medically related liability action involving Physician in any capacity; or (C) any arrest, indictment, conviction, guilty plea or plea of nolo contendere for any criminal conduct or other crime involving dishonesty or moral turpitude naming Physician. Physician shall provide Group with copies of any such complaints, notices, charges, lawsuits and related non-privileged documents promptly upon request of Group.

(c) For purposes of this Agreement, “**Facilities**” mean all hospitals, facilities and other locations (i) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group and who are or were assigned to a Star Division (as defined in the PRCS (as defined below)) (individually a “**Star Clinician**”) provided Services during the Term, (ii) that are located in the same county as a hospital, facility or other location described in the foregoing clause (i) or in any county contiguous to such county and at which clinicians who are or were employed by or have or had an independent contractor relationship with Group (individually a “**Related Star Clinician**” and collectively with the Star Clinicians the “**Affiliated Clinicians**”) provided Services during the Term, (iii) at which Group had a contract in effect for any (x) Star Clinicians to render Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iii)(x) or in any county contiguous to such county, and (iv) at which Group has been in active negotiations for (x) Star Clinicians to provide Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iv)(x) or in any county contiguous to such county.

3. Duties of Physician.

(a) Physician is employed by Group to use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to

time to maintain full-time status for a Physician-Partner (which requirements will be set forth on Schedule II to the PRCS); provided that if Physician notifies Group in writing that Physician desires to work part-time from after a specified date that is at least twelve (12) months after the date that such notice is delivered (the “**Part-Time Start Date**”) and the CGB approves Physician working part-time, then from and after the Part-Time Start Date, in lieu of Physician rendering such Services on a full-time basis, Physician shall use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to time to maintain part-time status for a Physician-Partner (which requirements will be set forth on Schedule I to the PRCS). Physician shall not, without the prior written consent of the CGB and Group, which may in the CGB’s and Group’s sole discretion be withheld or conditioned upon Physician meeting other requirements, engage in the provision of professional medical services other than Services provided pursuant to this Agreement. Physician acknowledges and agrees that, except as otherwise agreed by the CGB and Group, Physician must meet the minimum requirements of a Physician-Partner as defined by the PRCS from time to time in order for Physician to maintain Physician’s status as a Physician-Partner. At all times while Physician is an employee of Group, Physician shall retain independent discretion and shall exercise professional judgment consistent with generally accepted medical practices, the ethical standards of the Texas and American Medical Associations and the professional standards of Group, in the provision of Services at the Facilities. Physician’s duties shall include but not be limited to (i) examination, evaluation and treatment of patients; (ii) participation in Group’s on-call rotation for after-hours coverage; (iii) participation in Group’s indigent and charity care programs; and (iv) such other duties as may reasonably be assigned by Group from time to time.

(b) Physician shall perform all Services in accordance with (i) this Agreement; (ii) the bylaws, rules and regulations of the Medical Staff of each Facility at which Physician renders Services; (iii) the terms and conditions of any contractual arrangement regarding the performance of Services between Group and the applicable Facility (upon written request, a summary of the material and relevant terms of any such agreement shall be provided to Physician); and (iv) any applicable policies and procedures established by the CGB and/or Group, including but not limited to the Group’s Clinical Code of Conduct and Conflict of Interest Policy.

(c) Physician agrees and acknowledges that the CGB may conduct a review of Physician’s ability to safely perform Services at any time (“**Review**”).

(d) Physician shall assist in providing supervision of physician assistants, nurses, nurse anesthetists, anesthesiology assistants and other non-physician health care personnel providing services on behalf of Group. All such non-physician personnel shall be under Physician’s control and direction in the performance of health care services for patients treated by Physician.

(e) Physician shall provide Services on a nondiscriminatory basis and may not refuse to provide medical services to any patient accepted by Group.

(f) Physician shall participate in, and cooperate with Group in connection with, the quality assurance and risk management program(s) developed by Group. Physician shall also be subject to and actively participate in any utilization review program(s) developed by or on behalf of Group.

(g) Physician agrees and acknowledges that many of the contractual arrangements Group holds with the Facilities are exclusive in nature and, as a result, require the automatic termination of medical staff membership and clinical privileges for all of Group's providers upon termination of the contractual arrangement. Physician hereby agrees and consents to the foregoing and further waives any due process, notice, hearing and review rights he/she may have under such Facility's medical staff bylaws upon termination of Group's contractual relationship with Facility or upon Physician's termination of employment with Group for any reason.

4. Compensation, Benefits, and Expense Reimbursement. Group shall pay to or for the benefit of Physician as compensation and/or benefits for the Services performed by Physician the amounts set forth on Schedule 4. In addition, Group shall provide Physician benefits and business expense reimbursements as set forth on Schedule 4. Group shall provide, or cause to be provided, all space, equipment, supplies, non-physician health care personnel and clerical, administrative and other personnel as are reasonably necessary and appropriate, consistent with Group's past practices and the CGB's recommendations, for Physician's performance of Services on behalf of Group.

5. Fees. Group shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to patients by Group. All sums paid by any patient of Group in the way of fees, salary, or otherwise for medical services rendered by Physician shall be and remain payments of Group and shall be included in Group's income. Physician hereby assigns to Group all rights to bill for Services rendered by Physician and shall execute any additional documentation as may be requested by Group documenting such assignment. In the event Physician receives any amounts from any patients, third party payors or other third parties which are the property of Group, Physician shall immediately endorse and deliver the same to Group.

6. Patients, Medical Records. Group shall have the authority to determine who will be accepted as patients of Group. Group also shall have the authority to designate, or to establish a procedure for designating, which professional physician of Group will handle each such patient. Physician shall, in accordance with policies developed by or on behalf of Group, timely prepare all medical records in respect of patients treated by Physician. All medical records generated in respect of patients treated by Physician or any other physician engaged by Group during the Term shall be and remain the property of Group or Facilities, as appropriate, and shall be maintained at the Facilities; provided, however, that Physician shall have such right of access to such medical records as shall be provided by law. In addition, Physician shall timely prepare and deliver such other records and reports relating to the operations of Group as Group may reasonably request. Physician shall abide by all state and federal laws regarding the confidentiality of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transaction Standards (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act of 2009 enacted as part of the American Recovery and Reinvestment Act of 2009.

7. Term and Termination. The term of this Agreement will commence on the September 6, 2019 and will continue thereafter until terminated as provided herein (the "**Term**").

(a) This Agreement may be terminated upon the mutual written agreement of the parties.

(b) Physician may terminate this Agreement without cause upon the delivery of one hundred eighty (180) days prior written notice to Group. Group may terminate this Agreement

without cause upon the delivery of ninety (90) days prior written notice to Physician; provided that during such ninety (90) day notice period, Group may elect, in its sole discretion, to remove Physician from the schedule and to pay any remaining amounts due to Physician for the remainder of such notice period.

(c) Group may terminate this Agreement for good and sufficient cause. Such termination shall be effective upon the delivery of written notice thereof to Physician or at such later time as may be designated in said notice, and Physician shall cease performance of Services hereunder and vacate the offices of Group and the Facilities on or before such effective date. The written notice shall specify the cause for termination. For purposes of this Section 7.c, the term “good and sufficient cause” shall include, but not be limited to, any one or more of the following:

- (1) Physician’s failure to maintain any of the Qualifications.
- (2) A determination is made by the CGB that there is an immediate and significant threat to the health or safety of any patient as a result of the services provided by Physician, or as a result of Physician’s medical misconduct or other gross neglect in the provision of professional services.
- (3) Any felony indictment naming Physician or conviction of a felony by Physician.
- (4) Any investigation for any alleged violation or violation by Physician of any Medicare or Medicaid statutes, 42 U.S.C. § 1320a-7b (the “**Anti-Kickback Statute**”), 31 U.S.C. § 3729 (the “**False Claims Act**”), 42 U.S.C. § 1395nn (the “**Stark Law**”), or the regulations promulgated pursuant to such statutes, or any similar federal, state or local statutes or regulations promulgated pursuant to such statutes.
- (5) Physician’s ineligibility to be insured against medical malpractice.
- (6) Physician does not satisfactorily pass the Review, except in the instance where Physician satisfies the remedial action requested.
- (7) Any dishonest or unethical behavior by Physician that results in damage to or discredit upon Group.
- (8) Any intentional conduct or action by Physician that negatively affects the ability of Group to deliver Services to any Facility or any other facility.
- (9) Physician’s violation of the Clinician Code of Conduct of Group or failure to comply with any clinical practice guidelines as may be established by Group from time to time.
- (10) Physician no longer meets the requirements to be a Physician-Partner as such requirements may, from time to time, be established or modified by the CGB.
- (11) Physician’s violation of Section 9.

(d) In the event either party shall give written notice to the other party that such other party has substantially defaulted in the performance of any material duty or material obligation imposed upon it by this Agreement, and such default shall not have been cured within thirty (30)

days following receipt of such notice, the non-defaulting party shall have the right to immediately terminate this Agreement. For purposes of this subsection (d), a default shall include Physician ceasing to be a member in good standing of the Medical Staff of any of the Facilities at which Physician is assigned to render Services by the CGB.

(e) In the event that there shall be a change in federal or state law, the Medicare or Medicaid statutes, regulations, or general instructions (or in the application thereof), the adoption of new legislation or regulations applicable to this Agreement, or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the ability of Group to obtain reimbursement for Services rendered by Physician, then either party may by notice propose an amendment to conform this Agreement to existing laws. If notice of such a change or an amendment is given and if Group and Physician are unable within ninety (90) days thereafter to agree upon the amendment, then either party may terminate this Agreement by ninety (90) days' notice to the other, unless a sooner termination is required by law or circumstances.

(f) This Agreement shall automatically terminate upon the death of Physician.

(g) This Agreement shall terminate upon written notice by either party in the event Physician becomes disabled, as further described in Section 8.

(h) Upon termination of this Agreement for any reason whatsoever, Physician shall submit to Group within five (5) days of such termination all outstanding charges for professional services rendered by Physician on behalf of Group. Group shall have the right to withhold any earned, but unpaid compensation for services rendered by Physician through the effective date of termination, until such time as Physician has submitted to Group all outstanding charges for professional services rendered by Physician on behalf of Group.

(i) Except as otherwise provided herein, upon termination of this Agreement for any reason, Physician shall be entitled to Physician's earned, but unpaid compensation for Services rendered by Physician through the effective date of termination, as determined in accordance Schedule 4. In the event of the death of Physician, such amounts shall be paid to Physician's estate.

(j) Immediately upon termination of this Agreement, Physician shall surrender all keys, identification badges, telephones, pagers, computers and any other property of Group in the possession of Physician.

(k) Physician agrees and acknowledges that upon termination of this Agreement for any reason, Group shall submit Physician's Resignation (as such term is defined in Schedule 9) to any Facility at which Physician maintains medical staff privileges.

(l) Physician agrees and acknowledges that Group will suffer significant damages if Physician terminates his or her employment without cause with less than one hundred eighty (180) days advance notice to Group as a result of, among other things, the difficulty and associated costs of recruiting and credentialing a new replacement physician. Physician agrees that if Physician terminates this Agreement with less than one hundred eighty (180) days advance notice to Group, Physician shall pay to Group all costs and expenses Group incurs in obtaining locum tenens coverage as an interim replacement for Physician in recruiting a permanent replacement.

8. Disability of Physician. Upon determination by the CGB of the Disability of Physician that no reasonable accommodation may be made to perform the essential functions of a physician as stated in Section 3, this Agreement may be immediately terminated by Group upon written notice to Physician. The term “Disability of Physician” shall have the same meaning as that type of disability that entitled Physicians to payments for permanent disability pursuant to the disability policy covering Physician. In the event no disability policy exists covering Physician, the term “Disability of Physician,” as used herein, shall mean that point in time when Physician is unable to resume the essential functions required of Physician under this Agreement, as performed prior to such time, within one hundred and eighty (180) days after the disabling event. If the disabling event is not a separate and distinct happening, the 180-day period shall begin at the time Physician is unable to perform the essential functions of the position as stated in Section 3 for thirty (30) consecutive work days. Additionally, Physician shall be considered disabled if he/she does not perform his/her duties for one-hundred and eighty (180) days during a three hundred sixty (360) day period. If the CGB determines that Physician is not performing his/her duties because of a physical or medical condition, then Physician shall submit to a physical and/or mental examination of two (2) independent physicians selected by the CGB reasonably in good faith to determine the nature and extent of such condition and Physician agrees to be bound by such determination.

9. Non-Disclosure, Non-Solicitation and Non-Competition. Physician shall comply with the non-disclosure, non-solicitation and non-competition covenants set forth on Schedule 9.

10. Assignment of Intellectual Property. Physician shall promptly and fully disclose all Intellectual Property to Group. Physician hereby assigns and agrees to assign to Group (or as otherwise directed by Group) Physician’s full right, title and interest in and to all Intellectual Property. At Group’s sole cost and expense, Physician agrees to execute any and all applications for patents, copyrights and/or other proprietary rights, and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by Group to assign all Intellectual Property to Group and to permit Group to enforce any patents, copyrights and/or other proprietary rights to the Intellectual Property. All copyrightable works that Physician creates shall be considered “work made for hire” for the sole benefit of Group. For purposes of this Section 10, “**Intellectual Property**” shall mean inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by Physician (whether alone or with others, whether or not during normal business hours or on or off Group premises) during Physician’s employment with Group that either (a) relates to the business of Group (including administering anesthesia to patients) or (b) makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities). Physician may exclude from the definition of Intellectual Property and any obligations relating thereto, inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) developed by Physician (i) prior to the date of this Agreement, which are identified on Schedule 10 attached hereto and (ii) after the date of this Agreement in connection with Physician’s engagement in outside professional activities that have been approved by the CGB or that have been undertaken entirely on Physician’s own time unless, in the case of this clause (ii), Physician makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities) in connection with such development (collectively, “**Excluded IP**”). Physician will promptly advise Group in writing of any Excluded IP that Physician develops or proposes to develop after the date of this Agreement that is not set forth on Schedule 10 and provide such information and assurances as Group may reasonably request to determine whether or not such Intellectual Property

constitutes Excluded IP hereunder. If Group determines that such Intellectual Property does not constitute Excluded IP hereunder, Group will notify Physician in writing thereof within 30 days after receiving such notice, information and assurances, provided, that if Group does not notify Physician in writing within 30 days after receiving such notice, information and assurances, then such Intellectual Property shall be considered Excluded IP hereunder to the extent such Intellectual Property satisfies the requirements of Excluded IP set forth above.

11. Right of Offset. If Physician's employment with Group is terminated for any reason, Group shall have the right to offset against any compensation (earned, but unpaid or otherwise) or other amounts due to Physician under this Agreement or otherwise, any indebtedness, whether or not evidenced by a promissory note and whether or not mature or due and payable, owed by Physician to Group.

12. Miscellaneous.

(a) Factual Information: Physician represents and warrants that any and all factual information furnished by Physician to Group will be true and accurate in every material respect as of the date on which such information is furnished.

(b) Authority: Physician has full power and authority to enter into this Agreement and perform all obligations under this Agreement. The execution and performance of this Agreement by Physician will not constitute a breach or violation of any covenant, agreement or contract to which Physician is a party or by which Physician is bound.

(c) Assignment; Benefit: This Agreement and the rights and duties of Physician hereunder may not be assigned by Physician without the prior written consent of Group. Group may assign this Agreement or any and all rights or obligations hereunder, without the prior written consent of Physician, to any legal entity owned or controlled by or under common control with Group if, as a mandatory condition to such assignment, the assignee entity, commiserate with the assignment, adopt and agree in writing to be bound to and by the then current USAP South Texas Clinical Governance Board Charter and PRCS. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.

(d) Compliance: Group and Physician expressly agree that nothing contained in this Agreement shall require Group or Physician to refer or admit any patients to any of the Facilities or to any other individual entities. Physician agrees to use Physician's best efforts to ensure Physician's activities are in full compliance with all rules and regulations including, but not limited to, the rules and regulations relative to the Medicare and Medicaid programs, and the rules and regulations relative to any applicable private payor programs. Physician further agrees to immediately report any violations of such rules or regulations observed by Physician to the person(s) designated in Group's compliance policies and procedures.

(e) Invalid Provision: The invalidity or unenforceability of a particular provision, paragraph, subparagraph, sentence or term of this Agreement shall not affect the other provisions, paragraphs, subparagraphs, sentences or terms hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision, paragraph, subparagraph, sentence or term was omitted.

(f) Modification: No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto; provided, however, if Physician no longer qualifies as a Physician-Partner and the CGB has elected to change such Physician's designation from being a Physician-Partner, then without any action required by Physician (i) all references herein to Physician-Partner (other than such references in Schedule 9) shall mean a physician other than a Physician-Partner, (ii) such Physician shall no longer have the right to serve on the Clinical Governance Board or any other voting rights associated with being a Physician-Partner, (iii) Recital D herein shall be deemed to be intentionally omitted and (iv) such Physician shall receive a new compensation plan from Group pursuant to which Physician shall receive compensation for the services provided hereunder, to be attached hereto as a revised Schedule 4.

(g) Waiver: The waiver by either party or the CGB of a breach or violation of any provision of this Agreement will not operate as, or be construed to constitute, a waiver by such party of any subsequent breach of the same or other provision hereof.

(h) Third Party Beneficiary: The CGB is an express third-party beneficiary of this Agreement and shall have the right to enforce its rights hereunder in accordance with the applicable laws of the State as if it was a party hereto.

(i) Notice: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered, or if sent by certified return receipt mail, postage prepaid, to the addresses set forth below, unless otherwise notified in writing:

GROUP:

w/a copy to:

U.S. Anesthesia Partners of Texas, P.A.
1500 City West Blvd, Suite 300
Houston, TX 72042
Attn: Sr. Vice President – Operations

U.S. Anesthesia Partners, Inc.
12222 Merit Drive, Suite 700
Dallas, TX 75251
Attn: General Counsel

PHYSICIAN:

Current address on file with Human Resources

(j) Applicable Law and Venue: This Agreement shall be governed, construed, enforced and regulated under and by the laws of the State. Each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of the state and Federal courts of Bexar County, Texas, and any appellate court from such court, in any action or proceeding arising out of or relating to this Agreement.

(k) Legal Fees and Costs: In the event that either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such legal expenses, including without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

(l) Entire Agreement: This Agreement, the Schedules attached hereto and the PRCS constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces any prior employment agreements and/or arrangements, oral or otherwise, between the parties hereto and any prior statements, representations or warranties not

expressly incorporated herein. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the statements, representations and agreements contained in this Agreement and no others.

(m) Survivability: The provisions of Sections 3(g), 4, 5, 9, 10, 11 and 12, Schedule 4 and Schedule 9 shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, except as otherwise expressly set forth on Schedule 9, the non-compete and non-solicit covenants of Physician with respect to Schedule 9 shall terminate upon Physician's payment of the Buy-Out Amount as further described in Schedule 9. In addition, the duration of the covenants contained in this Agreement shall be tolled during the continuation of any breach or violation and will continue or commence again only upon Physician's strict compliance with such covenants.

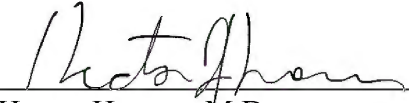
(n) Rule of Interpretation: The general rule that an agreement is to be interpreted against the drafter of an agreement in the case of an ambiguity is not to be recognized hereunder, as this Agreement was developed by the mutual consent and negotiation of the parties. The fact that this Agreement was actually prepared by counsel for one of the parties was merely as a matter of convenience for all of the parties. For purposes of this Agreement, the term "affiliate" shall mean means, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified person or entity; provided that U.S. Anesthesia Partners, Inc. and its affiliates shall be deemed an Affiliate of Group, the term "control" when used with respect to any person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have correlative meanings.

(o) Effective Date. For the avoidance of doubt, this Agreement shall only be effective upon the date of the occurrence of the Effective Time (as defined in the Agreement and Plan of Merger (the "**Merger Agreement**") dated as June 11, 2019 among U.S. Anesthesia Partners Holdings, Inc., the Practice and the other parties thereto) (the "**Effective Date**"). In the event that the Merger Agreement is terminated, this Agreement shall automatically terminate and be of no further force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

U.S. ANESTHESIA PARTNERS OF TEXAS, P.A.

By: 

Name: Hector Herrera, M.D.

Title: President

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

GROUP:

U.S. ANESTHESIA PARTNERS OF TEXAS,
P.A.

By: _____
Name:
Title:

PHYSICIAN:

Andrew J. Zurovec

DocuSigned by:


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Schedule 10

Carved-Out Intellectual Property

Intellectual Property developed prior to the Agreement and excluded from Section 10:

None.

SCHEDULE 4

COMPENSATION, PHYSICIAN BENEFITS, BUSINESS EXPENSES AND PROFESSIONAL LIABILITY INSURANCE

Compensation

Group shall pay to or for the benefit of Physician compensation for the Services in an amount determined under the USAP South Texas Compensation Plan, as such plan may be amended from time to time. Physician agrees and acknowledges that Group shall only be required to exercise its normal billing procedures with respect to collecting Group's accounts receivable and will not be required to institute judicial or other procedures or any other action to collect any accounts receivable.

Physician Benefits

Physician shall be entitled to those benefits and time off which are customarily offered to similarly situated Physician-Partners under Group's employee benefits plans, subject to meeting any eligibility requirements imposed by such plans. Physician agrees and acknowledges that Group may modify its benefits plans from time to time, provided such modifications apply to all similarly situated Physician-Partners.

Business Expenses

Group shall reimburse Physician for business expenses incurred by Physician in fulfilling his or her responsibilities under this Agreement and as set forth in Group's separate business expense reimbursement policy, as such policy may be amended by Group from time to time.

Professional Liability Insurance

Group shall purchase, maintain and pay all premiums for malpractice insurance insuring Group and Physician, with such limits of coverage and with such insurer as shall be determined by Group from time to time.

In the event Group changes to a "claims made" policy in the future, upon the termination of Physician's employment with Group for any reason, Physician shall be responsible for purchasing "tail" coverage to ensure continuous coverage to Physician and Group for the Services rendered by Physician under this Agreement.

SCHEDULE 9

NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS AND NON-COMPETE AND NON-SOLICIT AGREEMENT

Physician recognizes that Group's decision to enter into this Agreement is induced primarily because of the covenants and assurances made by Physician in this Agreement, that Physician's covenant not to compete and not to solicit is necessary to ensure the continuation of the business of Group and the reputation of Group, as well as to protect Group from unfair business competition, including but not limited to, the improper use of Confidential Information (as defined below), and that irrevocable harm and damage will be done to Group if Physician unlawfully competes with Group. Therefore, in consideration of the promises contained herein, including without limitation those related to Confidential Information, except as may be otherwise expressly provided in this Agreement, the Physician agrees as follows:

1. Non-Competition: During the Term and for a period of two (2) years following termination of this Agreement (for whatever reason) (the "**Restricted Period**"), Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services within five (5) miles of any Facility. For purposes of this Schedule 9, "**Person**" shall mean any individual (including Physician), any association, corporation, company, trust, partnership or other entity.
2. Non-Competition (Group): During Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services at any hospitals, facilities or other locations (other than a Facility) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group provided Services during the Term.
3. Non-Solicit: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) solicit any past or current patient to whom Physician or any other Affiliated Clinician provided Services during the Term ("**Patient**"), or immediate family member of such Patient, for purposes of inducing the Patient to become a patient of Physician or any other Person; (ii) solicit any physician (including surgeons) for which Physician or any other Affiliated Clinician provided Services to such physician's patients at any time during the Term, for purposes of inducing such physician to consult with or utilize Physician or any other Person in the care of such physician's patients; (iii) solicit any Facility for the purpose of obtaining any contractual relationship with such Facility for Physician or any other Person; or (iv) solicit for employment, or employ or engage, any individual who is employed by Group (1) in the case of each day during the Term, within the twelve (12) month period prior to such day and (2) in the case of the period following the termination of this Agreement, within the twelve (12) month period prior to the date of

such termination, to perform services on behalf of Physician or any other Person that provides Services. Notwithstanding the foregoing, Group shall (x) permit Physician to have access to a list of the Patients whom Physician has seen or treated within one (1) year of termination of this Agreement; and (y) provide Physician (A) access to the medical records of the Patients whom Physician has seen or treated upon authorization of the Patient in the same form as maintained or available to Group; and (B) any copies of the medical records for a reasonable fee as established by the Texas State Board of Medical Examiners under the Texas Medical Practice Act (Texas Occupations Code Section 159.008). Any access to a list of Patients or to Patients' medical records after termination of this Agreement shall not include such list or records to be provided in a format different than that by which such records are maintained except by mutual consent of the parties to this Agreement.

4. Non-Interference; Administrative Services: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) call on or solicit any Facility, employee, independent contractor or other Person who has a contractual relationship with Group for the purpose of persuading or attempting to persuade such Person to cease doing business with or performing services for, or materially reduce the volume of, or adversely alter the terms with respect to, the business or services that such Person does with or performs for Group or any affiliate thereof or in any way otherwise interfere with the relationship between any such Facility, employee, independent contractor or other Person, on the one hand, and Group or any affiliate thereof, on the other hand, or (ii) provide management, administrative or consulting services to any Person that provides Services within five (5) miles of any of the Facilities. This provision shall survive the payment of the Buy-Out Amount.

5. Continuing Care. Physician shall not be prohibited from providing continuing care and treatment to a specific Patient or Patients during the course of an acute illness at any time, including following termination of this Agreement or Physician's employment. Following such termination, Physician understands and agrees that Physician will not be permitted to utilize Facility premises, staff, supplies and/or any other Facility-owned resource, unless failure to do so would compromise an acute patient's health and well-being, in which case Group, in its sole discretion, will provide written authorization to Physician on a case-by-case basis so that Physician may treat such Patient at the appropriate Facility, and even then, only to the extent and of such duration, that the acute nature of the Patient's condition requires.

6. Buy-Out Exception. Physician may be released of the non-competition and non-solicitation provisions contained in Section 1, Section 2 and Section 3 of this Schedule 9 upon payment by Physician to Group of a reasonable price prior to a breach by Physician. The parties acknowledge, and hereby decline and waive, their option to have the reasonable price of the buy-out determined by an arbitrator, whether selected by the parties or a court of competent jurisdiction. The parties agree that a reasonable price shall be the amount equal to 200% of the Net Revenue per Physician Partner (the "**Buy-Out Amount**"). For purposes of this Schedule 9, "**Net Revenue per Physician Partner**" shall mean a dollar amount equal to (a) the total net revenue of the Star Divisions for the most recent twelve (12) month period (and for any period within twelve (12) months of the Effective Date the product obtained by multiplying (a) the quotient obtained by dividing (x) the total net revenue of the Star Division from the Effective Date to the determination date by (y) the number of days in the period from the Effective Date to the determination date by (b) 365), as determined in accordance with generally accepted accounting principles and reflected on the financial statements for Star

Divisions maintained by Group divided by (b) the average number of Physician-Partners employed by Group who are assigned to Star Divisions during the most recent twelve (12) month period. Physician and Group agree that the Buy-Out Amount is reasonable because it reflects the lost productivity and profit opportunity of Group during the Restricted Period during which Physician would otherwise not be competing with Group, and additionally compensates Group for the risk that Physician recruits away from Group physicians or other clinical staff or Facilities in which Group has made a significant investment. The parties further agree that the Buy-Out Amount is reasonable because Group's physician-partners practice in groups, are more likely to depart in groups, oversee other employed physicians and CRNAs and have developed practice patterns, relationships, protocols and the Confidential Information in a group setting that together support a Buy-Out Amount calculated on the basis of all physician-partner revenues in particular divisions, not just the individual Physician's revenues or compensation.

7. Resignation of Privileges. Physician further agrees to relinquish Physician's privileges to practice anesthesiology and to treat chronic pain at each of the Facilities upon termination of this Agreement for any reason. In connection herewith, Physician shall execute the resignation attached hereto and incorporated herein by reference as Exhibit 9-A (the "**Resignation**"), and in the event of termination of this Agreement for any reason whatsoever, Physician hereby authorizes Group to deliver such Resignation to the Facilities. Notwithstanding the foregoing, if such Resignation would result in a reportable event to the State Board of Medical Examiners or the National Practitioner Data Bank, Group will forgo delivering the Resignation to the applicable Facility and the termination of Physician's privileges at such Facility shall be conducted in conformance with any applicable fair hearing rights set forth in the then current medical staff bylaws at the applicable Facility, or shall be delivered after the conclusion of investigation or other inquiry that would result in the Resignation becoming a reportable event.

8. Confidentiality. As of the date of the execution of this Agreement and during the course of the Physician's employment, in order to allow Physician to carry out Physician's duties hereunder, Group has provided and will continue during the Term to provide to Physician Confidential Information. Physician agrees to keep confidential and to not use or disclose to others during the Term and thereafter, except as expressly consented to in writing by Group, required by law or authorized under this Agreement, any Confidential Information. This restriction shall not apply to such information if Physician can establish that such information (i) has become generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by Physician or Physician's affiliates, advisors, or representatives), (ii) has become available to Physician on a non-confidential basis from a source other than Group and its affiliates, advisors, or representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy of Group of which Physician has knowledge, or (iii) has already been or is hereafter independently acquired or developed by Physician without use of or reference to any Confidential Information. Should Physician leave the employment of Group, Physician will neither take nor retain, without prior written authorization from Group, any Confidential Information. Physician further agrees to destroy any paper or electronic copies of Confidential Information, including information contained on any personal device, upon the request of Group. For purposes of this Schedule 9, "**Confidential Information**" shall mean any financial, accounting and statistical information, marketing plans, business plans, feasibility studies, fee schedules or books, reimbursement rates, billing information, patient files, confidential technology, proprietary information, patient lists, policies and procedures or trade secrets of Group or U.S. Anesthesia Partners, Inc., its affiliates or managed practices ("**USAP**"), or other papers, reports, records, memoranda, documents, files, discs, or copies thereof pertaining to Group's patients or Group's or

USAP's business, sales, financial condition or products, or any matter or thing ascertained by Physician through Physician's affiliation with Group, the use or disclosure of which matter or thing might reasonably be construed to be contrary to the best interests of Group or USAP.

9. Exceptions to Confidentiality.

a. It shall not be a breach of Physician's covenants under Schedule 9 if a disclosure is made pursuant to a court order, a valid administrative agency subpoena, or a lawful request for information by an administrative agency. Physician shall give Group prompt notice of any such court order, subpoena, or request for information.

b. Physician shall not be prohibited from releasing any Confidential Information to Physician's legal counsel or financial advisors, provided that such advisors are under a legal obligation of confidentiality with respect to the Confidential Information.

c. Nothing in this Agreement prohibits Physician from reporting an event that Physician reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as Securities and Exchange Commission or Department of Justice), requires notice to or approval from Group before doing so, or prohibits Physician from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information provided the disclosure complies with the limitations set forth in the 2016 Defend Trade Secrets Act (DTSA). Physician is hereby provided notice that under the DTSA, (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (a) is made in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) is made in a complaint or other documented filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

10. Enforcement. Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action asserted by Physician against Group, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of Section 1, Section 2, Section 3, Section 4 or Section 8 of this Schedule 9. It is understood by and between the parties hereto that the covenants set forth in Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 are essential elements of this Agreement, and that, but for the agreement of Physician to comply with such covenants, Group would not have agreed to enter into this Agreement. Group and Physician agree that the foregoing covenants are appropriate and reasonable when considered in light of the nature and extent of the practice conducted by Group. If any provision or subdivision of this Agreement, including, but not limited to, the time or limitations specified in or any other aspect of the restraints imposed under Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9, is found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable, any such portion shall nevertheless be enforceable to the extent such court shall deem reasonable, and, in such event, it is the parties' intention, desire and request that the court reform such portion in order to make it enforceable. In the event of such judicial reformation, the parties agree to be bound by Section 1,

Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 as reformed in the same manner and to the same extent as if they had agreed to such reformed Sections in the first instance. Without limiting other possible remedies to Group for the breach of any covenant contained in this Schedule 9, Physician agrees that injunctive or other equitable relief shall be available to enforce such covenant, such relief to be without the necessity of posting a bond, cash, or otherwise.

EXHIBIT 9-A
RESIGNATION

By signing below, I, _____ hereby agree to automatically resign my medical staff privileges at _____ (“Facility”) effective as of the termination of my employment with U.S. Anesthesia Partners of Texas, P.A. for any reason or upon the termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility. In such event, I further waive any due process, notice, hearing and review rights I may have under the Facility’s medical staff Bylaws. Upon termination of my employment or termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility, U.S. Anesthesia Partners of Texas, P.A. is hereby authorized to complete a copy of this resignation for the Facility and deliver a copy of this resignation to the medical staff office of such Facility.

Name: _____

Date: _____

EXHIBIT G

PHYSICIAN PARTNER EMPLOYMENT AGREEMENT

This PHYSICIAN PARTNER EMPLOYMENT AGREEMENT (the “**Agreement**”) is entered into by and between U.S. Anesthesia Partners of Texas, P.A., a Texas professional association (“**Group**”) and Jennifer Zurovec, M.D. (“**Physician**”).

RECITALS

- A. Group is a Texas professional association authorized to practice medicine in the State of Texas (the “**State**”) that provides professional anesthesiology services (including any specialty thereof), pain management, anesthesia related consulting, management and administrative services (“**Services**”) to patients at inpatient and outpatient facilities.
- B. Physician is a licensed physician authorized to practice medicine in the State and Group desires to hire Physician to perform the Services at some or all of the Facilities (as defined below) on behalf of Group as set forth herein.
- C. Certain clinical operations of Group including, but not limited to, making certain determinations and decisions regarding the modification and termination of this Agreement, are managed and overseen by the USAP South Texas Clinical Governance Board (the “**CGB**”) established by the Plan Regarding Compensation for Services (USAP South Texas) dated as of September 6, 2019, as such plan may be amended, modified, replaced or superseded (the “**PRCS**”).
- D. Physician is acknowledged as a “Physician-Partner” (as such term is defined in the PRCS) within the CGB.
- E. It is determined to be to the mutual advantage of Group and Physician to enter into this Agreement as set out herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and Physician’s specific agreement to the terms of Schedule 9, attached hereto and incorporated herein by reference, and the monies to be paid hereunder, Group agrees to hire Physician and Physician agrees to work for Group upon the following terms and conditions:

1. Recitals Approved; Schedules Incorporated; CGB Authority. The above recitals are true and correct and are made a part hereof. Schedule 4, Schedule 9 and Exhibit 9-A, which are attached hereto, are hereby incorporated into this Agreement by reference. Notwithstanding any provision or provisions to the contrary, the parties agree that the rights and duties of the Group are limited by the USAP South Texas Clinical Governance Board Charter, and specifically, but not limited to, Group’s exercise of its right related to the termination of the Physician, Physician’s staffing obligations at Facilities, Physicians use of mid-level or other clinical providers, Physician’s paid time off, call obligations and Physician’s scheduling. Accordingly, any reference to the Group herein, includes and requires, where applicable, the Group to obtain the CGB’s specific consent as provided in the USAP South Texas Clinical Governance Board Charter before Group may exercise its rights hereunder.

2. Qualifications; Notifications.

(a) At all times during the Term (as defined in Section 7) of this Agreement, Physician shall meet the following qualifications: (i) maintain an unrestricted license to practice medicine in the State (including an “Office Based Anesthesia” permit if required by Group); (ii) maintain an unrestricted DEA permit; (iii) maintain board certification or eligibility with the American Board of Anesthesiology; and (iv) be eligible to be a participating provider with Medicare and Medicaid. The foregoing shall collectively be referred to as the “**Qualifications**”. Physician agrees and acknowledges that Physician’s employment by Group is contingent upon Physician continuously meeting the Qualifications. In addition, Physician shall maintain unrestricted medical staff membership and clinical privileges in good standing on the Medical Staff of each Facility as directed by Group.

(b) Physician shall notify Group, no later than forty-eight (48) hours of: (i) the initiation of any action to suspend, restrict, deny, relinquish or revoke (A) Physician’s license to practice medicine in the State or any other state in which Physician holds a license to practice medicine; (B) Physician’s medical staff privileges at any Facility; or (C) Physician’s DEA permit; or (ii) Physician’s receipt of notice of (A) the initiation of any disciplinary proceeding or adverse action involving Physician with respect to any medically related matter before any administrative agency or governmental body; (B) the intent to file or the actual filing of any medically related liability action involving Physician in any capacity; or (C) any arrest, indictment, conviction, guilty plea or plea of nolo contendere for any criminal conduct or other crime involving dishonesty or moral turpitude naming Physician. Physician shall provide Group with copies of any such complaints, notices, charges, lawsuits and related non-privileged documents promptly upon request of Group.

(c) For purposes of this Agreement, “**Facilities**” mean all hospitals, facilities and other locations (i) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group and who are or were assigned to a Star Division (as defined in the PRCS (as defined below)) (individually a “**Star Clinician**”) provided Services during the Term, (ii) that are located in the same county as a hospital, facility or other location described in the foregoing clause (i) or in any county contiguous to such county and at which clinicians who are or were employed by or have or had an independent contractor relationship with Group (individually a “**Related Star Clinician**” and collectively with the Star Clinicians the “**Affiliated Clinicians**”) provided Services during the Term, (iii) at which Group had a contract in effect for any (x) Star Clinicians to render Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iii)(x) or in any county contiguous to such county, and (iv) at which Group has been in active negotiations for (x) Star Clinicians to provide Services during the preceding twelve (12) month period or (y) Related Star Physicians to render Services during the preceding twelve (12) month period that are located in the same county as a hospital, facility or other location described in the foregoing clause (iv)(x) or in any county contiguous to such county.

3. Duties of Physician.

(a) Physician is employed by Group to use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to

time to maintain full-time status for a Physician-Partner (which requirements will be set forth on Schedule II to the PRCS); provided that if Physician notifies Group in writing that Physician desires to work part-time from after a specified date that is at least twelve (12) months after the date that such notice is delivered (the “**Part-Time Start Date**”) and the CGB approves Physician working part-time, then from and after the Part-Time Start Date, in lieu of Physician rendering such Services on a full-time basis, Physician shall use Physician’s best efforts and attention to render Services on behalf of Group as a Doctor of Medicine or Doctor of Osteopathic Medicine, as the case may be, at some or all of the Facilities in accordance with such schedule as determined by the CGB on a basis that satisfies the minimum requirements established by the CGB from time to time to maintain part-time status for a Physician-Partner (which requirements will be set forth on Schedule I to the PRCS). Physician shall not, without the prior written consent of the CGB and Group, which may in the CGB’s and Group’s sole discretion be withheld or conditioned upon Physician meeting other requirements, engage in the provision of professional medical services other than Services provided pursuant to this Agreement. Physician acknowledges and agrees that, except as otherwise agreed by the CGB and Group, Physician must meet the minimum requirements of a Physician-Partner as defined by the PRCS from time to time in order for Physician to maintain Physician’s status as a Physician-Partner. At all times while Physician is an employee of Group, Physician shall retain independent discretion and shall exercise professional judgment consistent with generally accepted medical practices, the ethical standards of the Texas and American Medical Associations and the professional standards of Group, in the provision of Services at the Facilities. Physician’s duties shall include but not be limited to (i) examination, evaluation and treatment of patients; (ii) participation in Group’s on-call rotation for after-hours coverage; (iii) participation in Group’s indigent and charity care programs; and (iv) such other duties as may reasonably be assigned by Group from time to time.

(b) Physician shall perform all Services in accordance with (i) this Agreement; (ii) the bylaws, rules and regulations of the Medical Staff of each Facility at which Physician renders Services; (iii) the terms and conditions of any contractual arrangement regarding the performance of Services between Group and the applicable Facility (upon written request, a summary of the material and relevant terms of any such agreement shall be provided to Physician); and (iv) any applicable policies and procedures established by the CGB and/or Group, including but not limited to the Group’s Clinical Code of Conduct and Conflict of Interest Policy.

(c) Physician agrees and acknowledges that the CGB may conduct a review of Physician’s ability to safely perform Services at any time (“**Review**”).

(d) Physician shall assist in providing supervision of physician assistants, nurses, nurse anesthetists, anesthesiology assistants and other non-physician health care personnel providing services on behalf of Group. All such non-physician personnel shall be under Physician’s control and direction in the performance of health care services for patients treated by Physician.

(e) Physician shall provide Services on a nondiscriminatory basis and may not refuse to provide medical services to any patient accepted by Group.

(f) Physician shall participate in, and cooperate with Group in connection with, the quality assurance and risk management program(s) developed by Group. Physician shall also be subject to and actively participate in any utilization review program(s) developed by or on behalf of Group.

(g) Physician agrees and acknowledges that many of the contractual arrangements Group holds with the Facilities are exclusive in nature and, as a result, require the automatic termination of medical staff membership and clinical privileges for all of Group's providers upon termination of the contractual arrangement. Physician hereby agrees and consents to the foregoing and further waives any due process, notice, hearing and review rights he/she may have under such Facility's medical staff bylaws upon termination of Group's contractual relationship with Facility or upon Physician's termination of employment with Group for any reason.

4. Compensation, Benefits, and Expense Reimbursement. Group shall pay to or for the benefit of Physician as compensation and/or benefits for the Services performed by Physician the amounts set forth on Schedule 4. In addition, Group shall provide Physician benefits and business expense reimbursements as set forth on Schedule 4. Group shall provide, or cause to be provided, all space, equipment, supplies, non-physician health care personnel and clerical, administrative and other personnel as are reasonably necessary and appropriate, consistent with Group's past practices and the CGB's recommendations, for Physician's performance of Services on behalf of Group.

5. Fees. Group shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to patients by Group. All sums paid by any patient of Group in the way of fees, salary, or otherwise for medical services rendered by Physician shall be and remain payments of Group and shall be included in Group's income. Physician hereby assigns to Group all rights to bill for Services rendered by Physician and shall execute any additional documentation as may be requested by Group documenting such assignment. In the event Physician receives any amounts from any patients, third party payors or other third parties which are the property of Group, Physician shall immediately endorse and deliver the same to Group.

6. Patients, Medical Records. Group shall have the authority to determine who will be accepted as patients of Group. Group also shall have the authority to designate, or to establish a procedure for designating, which professional physician of Group will handle each such patient. Physician shall, in accordance with policies developed by or on behalf of Group, timely prepare all medical records in respect of patients treated by Physician. All medical records generated in respect of patients treated by Physician or any other physician engaged by Group during the Term shall be and remain the property of Group or Facilities, as appropriate, and shall be maintained at the Facilities; provided, however, that Physician shall have such right of access to such medical records as shall be provided by law. In addition, Physician shall timely prepare and deliver such other records and reports relating to the operations of Group as Group may reasonably request. Physician shall abide by all state and federal laws regarding the confidentiality of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transaction Standards (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act of 2009 enacted as part of the American Recovery and Reinvestment Act of 2009.

7. Term and Termination. The term of this Agreement will commence on the September 6, 2019 and will continue thereafter until terminated as provided herein (the "**Term**").

(a) This Agreement may be terminated upon the mutual written agreement of the parties.

(b) Physician may terminate this Agreement without cause upon the delivery of one hundred eighty (180) days prior written notice to Group. Group may terminate this Agreement

without cause upon the delivery of ninety (90) days prior written notice to Physician; provided that during such ninety (90) day notice period, Group may elect, in its sole discretion, to remove Physician from the schedule and to pay any remaining amounts due to Physician for the remainder of such notice period.

(c) Group may terminate this Agreement for good and sufficient cause. Such termination shall be effective upon the delivery of written notice thereof to Physician or at such later time as may be designated in said notice, and Physician shall cease performance of Services hereunder and vacate the offices of Group and the Facilities on or before such effective date. The written notice shall specify the cause for termination. For purposes of this Section 7.c, the term “good and sufficient cause” shall include, but not be limited to, any one or more of the following:

- (1) Physician’s failure to maintain any of the Qualifications.
- (2) A determination is made by the CGB that there is an immediate and significant threat to the health or safety of any patient as a result of the services provided by Physician, or as a result of Physician’s medical misconduct or other gross neglect in the provision of professional services.
- (3) Any felony indictment naming Physician or conviction of a felony by Physician.
- (4) Any investigation for any alleged violation or violation by Physician of any Medicare or Medicaid statutes, 42 U.S.C. § 1320a-7b (the “**Anti-Kickback Statute**”), 31 U.S.C. § 3729 (the “**False Claims Act**”), 42 U.S.C. § 1395nn (the “**Stark Law**”), or the regulations promulgated pursuant to such statutes, or any similar federal, state or local statutes or regulations promulgated pursuant to such statutes.
- (5) Physician’s ineligibility to be insured against medical malpractice.
- (6) Physician does not satisfactorily pass the Review, except in the instance where Physician satisfies the remedial action requested.
- (7) Any dishonest or unethical behavior by Physician that results in damage to or discredit upon Group.
- (8) Any intentional conduct or action by Physician that negatively affects the ability of Group to deliver Services to any Facility or any other facility.
- (9) Physician’s violation of the Clinician Code of Conduct of Group or failure to comply with any clinical practice guidelines as may be established by Group from time to time.
- (10) Physician no longer meets the requirements to be a Physician-Partner as such requirements may, from time to time, be established or modified by the CGB.
- (11) Physician’s violation of Section 9.

(d) In the event either party shall give written notice to the other party that such other party has substantially defaulted in the performance of any material duty or material obligation imposed upon it by this Agreement, and such default shall not have been cured within thirty (30)

days following receipt of such notice, the non-defaulting party shall have the right to immediately terminate this Agreement. For purposes of this subsection (d), a default shall include Physician ceasing to be a member in good standing of the Medical Staff of any of the Facilities at which Physician is assigned to render Services by the CGB.

(e) In the event that there shall be a change in federal or state law, the Medicare or Medicaid statutes, regulations, or general instructions (or in the application thereof), the adoption of new legislation or regulations applicable to this Agreement, or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the ability of Group to obtain reimbursement for Services rendered by Physician, then either party may by notice propose an amendment to conform this Agreement to existing laws. If notice of such a change or an amendment is given and if Group and Physician are unable within ninety (90) days thereafter to agree upon the amendment, then either party may terminate this Agreement by ninety (90) days' notice to the other, unless a sooner termination is required by law or circumstances.

(f) This Agreement shall automatically terminate upon the death of Physician.

(g) This Agreement shall terminate upon written notice by either party in the event Physician becomes disabled, as further described in Section 8.

(h) Upon termination of this Agreement for any reason whatsoever, Physician shall submit to Group within five (5) days of such termination all outstanding charges for professional services rendered by Physician on behalf of Group. Group shall have the right to withhold any earned, but unpaid compensation for services rendered by Physician through the effective date of termination, until such time as Physician has submitted to Group all outstanding charges for professional services rendered by Physician on behalf of Group.

(i) Except as otherwise provided herein, upon termination of this Agreement for any reason, Physician shall be entitled to Physician's earned, but unpaid compensation for Services rendered by Physician through the effective date of termination, as determined in accordance Schedule 4. In the event of the death of Physician, such amounts shall be paid to Physician's estate.

(j) Immediately upon termination of this Agreement, Physician shall surrender all keys, identification badges, telephones, pagers, computers and any other property of Group in the possession of Physician.

(k) Physician agrees and acknowledges that upon termination of this Agreement for any reason, Group shall submit Physician's Resignation (as such term is defined in Schedule 9) to any Facility at which Physician maintains medical staff privileges.

(l) Physician agrees and acknowledges that Group will suffer significant damages if Physician terminates his or her employment without cause with less than one hundred eighty (180) days advance notice to Group as a result of, among other things, the difficulty and associated costs of recruiting and credentialing a new replacement physician. Physician agrees that if Physician terminates this Agreement with less than one hundred eighty (180) days advance notice to Group, Physician shall pay to Group all costs and expenses Group incurs in obtaining locum tenens coverage as an interim replacement for Physician in recruiting a permanent replacement.

8. Disability of Physician. Upon determination by the CGB of the Disability of Physician that no reasonable accommodation may be made to perform the essential functions of a physician as stated in Section 3, this Agreement may be immediately terminated by Group upon written notice to Physician. The term “Disability of Physician” shall have the same meaning as that type of disability that entitled Physicians to payments for permanent disability pursuant to the disability policy covering Physician. In the event no disability policy exists covering Physician, the term “Disability of Physician,” as used herein, shall mean that point in time when Physician is unable to resume the essential functions required of Physician under this Agreement, as performed prior to such time, within one hundred and eighty (180) days after the disabling event. If the disabling event is not a separate and distinct happening, the 180-day period shall begin at the time Physician is unable to perform the essential functions of the position as stated in Section 3 for thirty (30) consecutive work days. Additionally, Physician shall be considered disabled if he/she does not perform his/her duties for one-hundred and eighty (180) days during a three hundred sixty (360) day period. If the CGB determines that Physician is not performing his/her duties because of a physical or medical condition, then Physician shall submit to a physical and/or mental examination of two (2) independent physicians selected by the CGB reasonably in good faith to determine the nature and extent of such condition and Physician agrees to be bound by such determination.

9. Non-Disclosure, Non-Solicitation and Non-Competition. Physician shall comply with the non-disclosure, non-solicitation and non-competition covenants set forth on Schedule 9.

10. Assignment of Intellectual Property. Physician shall promptly and fully disclose all Intellectual Property to Group. Physician hereby assigns and agrees to assign to Group (or as otherwise directed by Group) Physician’s full right, title and interest in and to all Intellectual Property. At Group’s sole cost and expense, Physician agrees to execute any and all applications for patents, copyrights and/or other proprietary rights, and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by Group to assign all Intellectual Property to Group and to permit Group to enforce any patents, copyrights and/or other proprietary rights to the Intellectual Property. All copyrightable works that Physician creates shall be considered “work made for hire” for the sole benefit of Group. For purposes of this Section 10, “**Intellectual Property**” shall mean inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by Physician (whether alone or with others, whether or not during normal business hours or on or off Group premises) during Physician’s employment with Group that either (a) relates to the business of Group (including administering anesthesia to patients) or (b) makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities). Physician may exclude from the definition of Intellectual Property and any obligations relating thereto, inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) developed by Physician (i) prior to the date of this Agreement, which are identified on Schedule 10 attached hereto and (ii) after the date of this Agreement in connection with Physician’s engagement in outside professional activities that have been approved by the CGB or that have been undertaken entirely on Physician’s own time unless, in the case of this clause (ii), Physician makes use of Confidential Information or any equipment or premises of Group or any of its affiliates (including the Facilities) in connection with such development (collectively, “**Excluded IP**”). Physician will promptly advise Group in writing of any Excluded IP that Physician develops or proposes to develop after the date of this Agreement that is not set forth on Schedule 10 and provide such information and assurances as Group may reasonably request to determine whether or not such Intellectual Property

constitutes Excluded IP hereunder. If Group determines that such Intellectual Property does not constitute Excluded IP hereunder, Group will notify Physician in writing thereof within 30 days after receiving such notice, information and assurances, provided, that if Group does not notify Physician in writing within 30 days after receiving such notice, information and assurances, then such Intellectual Property shall be considered Excluded IP hereunder to the extent such Intellectual Property satisfies the requirements of Excluded IP set forth above.

11. Right of Offset. If Physician's employment with Group is terminated for any reason, Group shall have the right to offset against any compensation (earned, but unpaid or otherwise) or other amounts due to Physician under this Agreement or otherwise, any indebtedness, whether or not evidenced by a promissory note and whether or not mature or due and payable, owed by Physician to Group.

12. Miscellaneous.

(a) Factual Information: Physician represents and warrants that any and all factual information furnished by Physician to Group will be true and accurate in every material respect as of the date on which such information is furnished.

(b) Authority: Physician has full power and authority to enter into this Agreement and perform all obligations under this Agreement. The execution and performance of this Agreement by Physician will not constitute a breach or violation of any covenant, agreement or contract to which Physician is a party or by which Physician is bound.

(c) Assignment; Benefit: This Agreement and the rights and duties of Physician hereunder may not be assigned by Physician without the prior written consent of Group. Group may assign this Agreement or any and all rights or obligations hereunder, without the prior written consent of Physician, to any legal entity owned or controlled by or under common control with Group if, as a mandatory condition to such assignment, the assignee entity, commiserate with the assignment, adopt and agree in writing to be bound to and by the then current USAP South Texas Clinical Governance Board Charter and PRCS. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.

(d) Compliance: Group and Physician expressly agree that nothing contained in this Agreement shall require Group or Physician to refer or admit any patients to any of the Facilities or to any other individual entities. Physician agrees to use Physician's best efforts to ensure Physician's activities are in full compliance with all rules and regulations including, but not limited to, the rules and regulations relative to the Medicare and Medicaid programs, and the rules and regulations relative to any applicable private payor programs. Physician further agrees to immediately report any violations of such rules or regulations observed by Physician to the person(s) designated in Group's compliance policies and procedures.

(e) Invalid Provision: The invalidity or unenforceability of a particular provision, paragraph, subparagraph, sentence or term of this Agreement shall not affect the other provisions, paragraphs, subparagraphs, sentences or terms hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision, paragraph, subparagraph, sentence or term was omitted.

(f) Modification: No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto; provided, however, if Physician no longer qualifies as a Physician-Partner and the CGB has elected to change such Physician's designation from being a Physician-Partner, then without any action required by Physician (i) all references herein to Physician-Partner (other than such references in Schedule 9) shall mean a physician other than a Physician-Partner, (ii) such Physician shall no longer have the right to serve on the Clinical Governance Board or any other voting rights associated with being a Physician-Partner, (iii) Recital D herein shall be deemed to be intentionally omitted and (iv) such Physician shall receive a new compensation plan from Group pursuant to which Physician shall receive compensation for the services provided hereunder, to be attached hereto as a revised Schedule 4.

(g) Waiver: The waiver by either party or the CGB of a breach or violation of any provision of this Agreement will not operate as, or be construed to constitute, a waiver by such party of any subsequent breach of the same or other provision hereof.

(h) Third Party Beneficiary: The CGB is an express third-party beneficiary of this Agreement and shall have the right to enforce its rights hereunder in accordance with the applicable laws of the State as if it was a party hereto.

(i) Notice: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered, or if sent by certified return receipt mail, postage prepaid, to the addresses set forth below, unless otherwise notified in writing:

GROUP:

w/a copy to:

U.S. Anesthesia Partners of Texas, P.A.
1500 City West Blvd, Suite 300
Houston, TX 72042
Attn: Sr. Vice President – Operations

U.S. Anesthesia Partners, Inc.
12222 Merit Drive, Suite 700
Dallas, TX 75251
Attn: General Counsel

PHYSICIAN:

Current address on file with Human Resources

(j) Applicable Law and Venue: This Agreement shall be governed, construed, enforced and regulated under and by the laws of the State. Each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of the state and Federal courts of Bexar County, Texas, and any appellate court from such court, in any action or proceeding arising out of or relating to this Agreement.

(k) Legal Fees and Costs: In the event that either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such legal expenses, including without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

(l) Entire Agreement: This Agreement, the Schedules attached hereto and the PRCS constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces any prior employment agreements and/or arrangements, oral or otherwise, between the parties hereto and any prior statements, representations or warranties not

expressly incorporated herein. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the statements, representations and agreements contained in this Agreement and no others.

(m) Survivability: The provisions of Sections 3(g), 4, 5, 9, 10, 11 and 12, Schedule 4 and Schedule 9 shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, except as otherwise expressly set forth on Schedule 9, the non-compete and non-solicit covenants of Physician with respect to Schedule 9 shall terminate upon Physician's payment of the Buy-Out Amount as further described in Schedule 9. In addition, the duration of the covenants contained in this Agreement shall be tolled during the continuation of any breach or violation and will continue or commence again only upon Physician's strict compliance with such covenants.

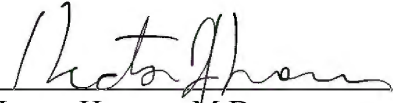
(n) Rule of Interpretation: The general rule that an agreement is to be interpreted against the drafter of an agreement in the case of an ambiguity is not to be recognized hereunder, as this Agreement was developed by the mutual consent and negotiation of the parties. The fact that this Agreement was actually prepared by counsel for one of the parties was merely as a matter of convenience for all of the parties. For purposes of this Agreement, the term "affiliate" shall mean means, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified person or entity; provided that U.S. Anesthesia Partners, Inc. and its affiliates shall be deemed an Affiliate of Group, the term "control" when used with respect to any person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have correlative meanings.

(o) Effective Date. For the avoidance of doubt, this Agreement shall only be effective upon the date of the occurrence of the Effective Time (as defined in the Agreement and Plan of Merger (the "**Merger Agreement**") dated as June 11, 2019 among U.S. Anesthesia Partners Holdings, Inc., the Practice and the other parties thereto) (the "**Effective Date**"). In the event that the Merger Agreement is terminated, this Agreement shall automatically terminate and be of no further force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

U.S. ANESTHESIA PARTNERS OF TEXAS, P.A.

By: 

Name: Hector Herrera, M.D.

Title: President

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

GROUP:

U.S. ANESTHESIA PARTNERS OF TEXAS,
P.A.

PHYSICIAN:

Jennifer Zurovec

By: _____
Name:
Title:

DocuSigned by:

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Schedule 10

Carved-Out Intellectual Property

Intellectual Property developed prior to the Agreement and excluded from Section 10:

None.

SCHEDULE 4

COMPENSATION, PHYSICIAN BENEFITS, BUSINESS EXPENSES AND PROFESSIONAL LIABILITY INSURANCE

Compensation

Group shall pay to or for the benefit of Physician compensation for the Services in an amount determined under the USAP South Texas Compensation Plan, as such plan may be amended from time to time. Physician agrees and acknowledges that Group shall only be required to exercise its normal billing procedures with respect to collecting Group's accounts receivable and will not be required to institute judicial or other procedures or any other action to collect any accounts receivable.

Physician Benefits

Physician shall be entitled to those benefits and time off which are customarily offered to similarly situated Physician-Partners under Group's employee benefits plans, subject to meeting any eligibility requirements imposed by such plans. Physician agrees and acknowledges that Group may modify its benefits plans from time to time, provided such modifications apply to all similarly situated Physician-Partners.

Business Expenses

Group shall reimburse Physician for business expenses incurred by Physician in fulfilling his or her responsibilities under this Agreement and as set forth in Group's separate business expense reimbursement policy, as such policy may be amended by Group from time to time.

Professional Liability Insurance

Group shall purchase, maintain and pay all premiums for malpractice insurance insuring Group and Physician, with such limits of coverage and with such insurer as shall be determined by Group from time to time.

In the event Group changes to a "claims made" policy in the future, upon the termination of Physician's employment with Group for any reason, Physician shall be responsible for purchasing "tail" coverage to ensure continuous coverage to Physician and Group for the Services rendered by Physician under this Agreement.

SCHEDULE 9

NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS AND NON-COMPETE AND NON-SOLICIT AGREEMENT

Physician recognizes that Group's decision to enter into this Agreement is induced primarily because of the covenants and assurances made by Physician in this Agreement, that Physician's covenant not to compete and not to solicit is necessary to ensure the continuation of the business of Group and the reputation of Group, as well as to protect Group from unfair business competition, including but not limited to, the improper use of Confidential Information (as defined below), and that irrevocable harm and damage will be done to Group if Physician unlawfully competes with Group. Therefore, in consideration of the promises contained herein, including without limitation those related to Confidential Information, except as may be otherwise expressly provided in this Agreement, the Physician agrees as follows:

1. Non-Competition: During the Term and for a period of two (2) years following termination of this Agreement (for whatever reason) (the "**Restricted Period**"), Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services within five (5) miles of any Facility. For purposes of this Schedule 9, "**Person**" shall mean any individual (including Physician), any association, corporation, company, trust, partnership or other entity.
2. Non-Competition (Group): During Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person, provide anesthesiology services (including any specialty thereof) or pain management services at any hospitals, facilities or other locations (other than a Facility) at which clinicians who are or were employed by or have or had an independent contractor relationship with Group provided Services during the Term.
3. Non-Solicit: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) solicit any past or current patient to whom Physician or any other Affiliated Clinician provided Services during the Term ("**Patient**"), or immediate family member of such Patient, for purposes of inducing the Patient to become a patient of Physician or any other Person; (ii) solicit any physician (including surgeons) for which Physician or any other Affiliated Clinician provided Services to such physician's patients at any time during the Term, for purposes of inducing such physician to consult with or utilize Physician or any other Person in the care of such physician's patients; (iii) solicit any Facility for the purpose of obtaining any contractual relationship with such Facility for Physician or any other Person; or (iv) solicit for employment, or employ or engage, any individual who is employed by Group (1) in the case of each day during the Term, within the twelve (12) month period prior to such day and (2) in the case of the period following the termination of this Agreement, within the twelve (12) month period prior to the date of

such termination, to perform services on behalf of Physician or any other Person that provides Services. Notwithstanding the foregoing, Group shall (x) permit Physician to have access to a list of the Patients whom Physician has seen or treated within one (1) year of termination of this Agreement; and (y) provide Physician (A) access to the medical records of the Patients whom Physician has seen or treated upon authorization of the Patient in the same form as maintained or available to Group; and (B) any copies of the medical records for a reasonable fee as established by the Texas State Board of Medical Examiners under the Texas Medical Practice Act (Texas Occupations Code Section 159.008). Any access to a list of Patients or to Patients' medical records after termination of this Agreement shall not include such list or records to be provided in a format different than that by which such records are maintained except by mutual consent of the parties to this Agreement.

4. Non-Interference; Administrative Services: During the Restricted Period, Physician shall not, without the prior written consent of Group (which consent may be withheld in Group's discretion), directly or indirectly, either individually or as a partner, joint venturer, employee, independent contractor, agent, representative, officer, director, manager, owner or member of any Person (i) call on or solicit any Facility, employee, independent contractor or other Person who has a contractual relationship with Group for the purpose of persuading or attempting to persuade such Person to cease doing business with or performing services for, or materially reduce the volume of, or adversely alter the terms with respect to, the business or services that such Person does with or performs for Group or any affiliate thereof or in any way otherwise interfere with the relationship between any such Facility, employee, independent contractor or other Person, on the one hand, and Group or any affiliate thereof, on the other hand, or (ii) provide management, administrative or consulting services to any Person that provides Services within five (5) miles of any of the Facilities. This provision shall survive the payment of the Buy-Out Amount.

5. Continuing Care. Physician shall not be prohibited from providing continuing care and treatment to a specific Patient or Patients during the course of an acute illness at any time, including following termination of this Agreement or Physician's employment. Following such termination, Physician understands and agrees that Physician will not be permitted to utilize Facility premises, staff, supplies and/or any other Facility-owned resource, unless failure to do so would compromise an acute patient's health and well-being, in which case Group, in its sole discretion, will provide written authorization to Physician on a case-by-case basis so that Physician may treat such Patient at the appropriate Facility, and even then, only to the extent and of such duration, that the acute nature of the Patient's condition requires.

6. Buy-Out Exception. Physician may be released of the non-competition and non-solicitation provisions contained in Section 1, Section 2 and Section 3 of this Schedule 9 upon payment by Physician to Group of a reasonable price prior to a breach by Physician. The parties acknowledge, and hereby decline and waive, their option to have the reasonable price of the buy-out determined by an arbitrator, whether selected by the parties or a court of competent jurisdiction. The parties agree that a reasonable price shall be the amount equal to 200% of the Net Revenue per Physician Partner (the "**Buy-Out Amount**"). For purposes of this Schedule 9, "**Net Revenue per Physician Partner**" shall mean a dollar amount equal to (a) the total net revenue of the Star Divisions for the most recent twelve (12) month period (and for any period within twelve (12) months of the Effective Date the product obtained by multiplying (a) the quotient obtained by dividing (x) the total net revenue of the Star Division from the Effective Date to the determination date by (y) the number of days in the period from the Effective Date to the determination date by (b) 365), as determined in accordance with generally accepted accounting principles and reflected on the financial statements for Star

Divisions maintained by Group divided by (b) the average number of Physician-Partners employed by Group who are assigned to Star Divisions during the most recent twelve (12) month period. Physician and Group agree that the Buy-Out Amount is reasonable because it reflects the lost productivity and profit opportunity of Group during the Restricted Period during which Physician would otherwise not be competing with Group, and additionally compensates Group for the risk that Physician recruits away from Group physicians or other clinical staff or Facilities in which Group has made a significant investment. The parties further agree that the Buy-Out Amount is reasonable because Group's physician-partners practice in groups, are more likely to depart in groups, oversee other employed physicians and CRNAs and have developed practice patterns, relationships, protocols and the Confidential Information in a group setting that together support a Buy-Out Amount calculated on the basis of all physician-partner revenues in particular divisions, not just the individual Physician's revenues or compensation.

7. Resignation of Privileges. Physician further agrees to relinquish Physician's privileges to practice anesthesiology and to treat chronic pain at each of the Facilities upon termination of this Agreement for any reason. In connection herewith, Physician shall execute the resignation attached hereto and incorporated herein by reference as Exhibit 9-A (the "**Resignation**"), and in the event of termination of this Agreement for any reason whatsoever, Physician hereby authorizes Group to deliver such Resignation to the Facilities. Notwithstanding the foregoing, if such Resignation would result in a reportable event to the State Board of Medical Examiners or the National Practitioner Data Bank, Group will forgo delivering the Resignation to the applicable Facility and the termination of Physician's privileges at such Facility shall be conducted in conformance with any applicable fair hearing rights set forth in the then current medical staff bylaws at the applicable Facility, or shall be delivered after the conclusion of investigation or other inquiry that would result in the Resignation becoming a reportable event.

8. Confidentiality. As of the date of the execution of this Agreement and during the course of the Physician's employment, in order to allow Physician to carry out Physician's duties hereunder, Group has provided and will continue during the Term to provide to Physician Confidential Information. Physician agrees to keep confidential and to not use or disclose to others during the Term and thereafter, except as expressly consented to in writing by Group, required by law or authorized under this Agreement, any Confidential Information. This restriction shall not apply to such information if Physician can establish that such information (i) has become generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by Physician or Physician's affiliates, advisors, or representatives), (ii) has become available to Physician on a non-confidential basis from a source other than Group and its affiliates, advisors, or representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy of Group of which Physician has knowledge, or (iii) has already been or is hereafter independently acquired or developed by Physician without use of or reference to any Confidential Information. Should Physician leave the employment of Group, Physician will neither take nor retain, without prior written authorization from Group, any Confidential Information. Physician further agrees to destroy any paper or electronic copies of Confidential Information, including information contained on any personal device, upon the request of Group. For purposes of this Schedule 9, "**Confidential Information**" shall mean any financial, accounting and statistical information, marketing plans, business plans, feasibility studies, fee schedules or books, reimbursement rates, billing information, patient files, confidential technology, proprietary information, patient lists, policies and procedures or trade secrets of Group or U.S. Anesthesia Partners, Inc., its affiliates or managed practices ("**USAP**"), or other papers, reports, records, memoranda, documents, files, discs, or copies thereof pertaining to Group's patients or Group's or

USAP's business, sales, financial condition or products, or any matter or thing ascertained by Physician through Physician's affiliation with Group, the use or disclosure of which matter or thing might reasonably be construed to be contrary to the best interests of Group or USAP.

9. Exceptions to Confidentiality.

a. It shall not be a breach of Physician's covenants under Schedule 9 if a disclosure is made pursuant to a court order, a valid administrative agency subpoena, or a lawful request for information by an administrative agency. Physician shall give Group prompt notice of any such court order, subpoena, or request for information.

b. Physician shall not be prohibited from releasing any Confidential Information to Physician's legal counsel or financial advisors, provided that such advisors are under a legal obligation of confidentiality with respect to the Confidential Information.

c. Nothing in this Agreement prohibits Physician from reporting an event that Physician reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as Securities and Exchange Commission or Department of Justice), requires notice to or approval from Group before doing so, or prohibits Physician from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information provided the disclosure complies with the limitations set forth in the 2016 Defend Trade Secrets Act (DTSA). Physician is hereby provided notice that under the DTSA, (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (a) is made in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) is made in a complaint or other documented filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

10. Enforcement. Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action asserted by Physician against Group, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of Section 1, Section 2, Section 3, Section 4 or Section 8 of this Schedule 9. It is understood by and between the parties hereto that the covenants set forth in Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 are essential elements of this Agreement, and that, but for the agreement of Physician to comply with such covenants, Group would not have agreed to enter into this Agreement. Group and Physician agree that the foregoing covenants are appropriate and reasonable when considered in light of the nature and extent of the practice conducted by Group. If any provision or subdivision of this Agreement, including, but not limited to, the time or limitations specified in or any other aspect of the restraints imposed under Section 1, Section 2, Section 3, Section 4 and Section 8 of this Schedule 9, is found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable, any such portion shall nevertheless be enforceable to the extent such court shall deem reasonable, and, in such event, it is the parties' intention, desire and request that the court reform such portion in order to make it enforceable. In the event of such judicial reformation, the parties agree to be bound by Section 1,

Section 2, Section 3, Section 4 and Section 8 of this Schedule 9 as reformed in the same manner and to the same extent as if they had agreed to such reformed Sections in the first instance. Without limiting other possible remedies to Group for the breach of any covenant contained in this Schedule 9, Physician agrees that injunctive or other equitable relief shall be available to enforce such covenant, such relief to be without the necessity of posting a bond, cash, or otherwise.

EXHIBIT 9-A
RESIGNATION

By signing below, I, _____ hereby agree to automatically resign my medical staff privileges at _____ (“Facility”) effective as of the termination of my employment with U.S. Anesthesia Partners of Texas, P.A. for any reason or upon the termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility. In such event, I further waive any due process, notice, hearing and review rights I may have under the Facility’s medical staff Bylaws. Upon termination of my employment or termination of U.S. Anesthesia Partners of Texas, P.A.’s contractual relationship with the Facility, U.S. Anesthesia Partners of Texas, P.A. is hereby authorized to complete a copy of this resignation for the Facility and deliver a copy of this resignation to the medical staff office of such Facility.

Name: _____

Date: _____

EXHIBIT H

June 1, 2022

VIA Electronic Mail & Fed-Ex

Giselle Conlin
210 Thelma Dr.
San Antonio, TX 78212
210-250-1089
conlingiselle@gmail.com
Giselle.conlin@usap.com

RE: Notice of Breach & Demand to Cure

Dear Dr. Conlin:

As you are aware, you and U.S. Anesthesia Partners of Texas, P.A., (“USAP”) are parties to a Physician Employment Agreement dated September 6, 2019 (“Employment Agreement”) which sets forth certain requirements for termination and post-employment obligations. Specifically, Section 7(b) states “[You] may terminate this Agreement without cause upon the delivery of one hundred eighty (180) days prior written notice to [USAP]”. Our records indicate that on April 28, 2022 (the “Notice Date”) you provided notice to terminate the Employment Agreement without cause, to be effective on June 27, 2022 (the “Requested Separation Date”). This Requested Separation Date is 120 days short of the notice required under the Employment Agreement. In order to meet your contractual obligations under the Employment Agreement, your Separation Date should be October 25, 2022, (the “Compliant Separation Date”) or 180 days from the Notice Date. Should you proceed with the Requested Separation Date you will be in breach of the Employment Agreement and such breach has and will continue to cause significant and material damage to USAP.

As such, you have the following options available to you:

- **Option 1** – Extend the Requested Separation Date to the Compliant Separation Date listed above; or
- **Option 2** – Breach the Employment Agreement and keep the Requested Separation Date and pay to USAP damages¹ in the amount of \$225,128.58 (the “Early Termination Damages”).

¹ These damages were calculated based on a blended rate of coverage averages multiplied by the number of weeks you have remaining under the Employment Agreement from the Requested Separation Date through the Compliant Separation Date (i.e., the number of weeks you are short from meeting your notice obligations under Section 7(b).)

Please contact me or Tony Smith (SVP, USAP South Texas) **no later than Friday, July 1, 2022**, regarding your payment of the Early Termination Damages indicated above and your Negative Balance (if applicable).

Except solely with respect to your obligation to cure the aforementioned breach and/or to repay overpaid wages and benefits specifically addressed herein, this letter does not modify the terms of your Employment Agreement with USAP or any obligations that you have to USAP pursuant to the terms of that agreement, including obligations with respect to confidentiality, non-competition and non-solicitation contained therein.

USAP, on behalf of itself and its affiliates, expressly reserves all rights to pursue any and all legal and equitable remedies which may be available to prevent or cure any breach by you.

We wish the best of luck in your future endeavors and look forward to you abiding by your contractual obligations.

Yours Truly,

Ki'Jhana Friday

Ki'Jhana R. Friday, Esq.

Vice President, Deputy General Counsel

Cc: Tony Smith, SVP – USAP South Texas

Ed Myslik, VP - Finance

Jessica Gonzalez, Human Resources

EXHIBIT I

EXHIBIT C

USAP South Texas COMPENSATION PLAN

Defined terms used herein shall have the meanings given to them in the Plan Regarding Compensation for Services (USAP South Texas) ("PRCS") adopted by the Clinical Governance Board effective as of [], 2019 and employment agreements entered into by each PhysicianPartner, on the one hand, and U.S. Anesthesia Partners of Texas, P.A., a Texas professional association (the "Practice") on the other hand (each a "Provider Services Agreement"). The PRCS established the basis upon which Physician-Partners will be paid PhysicianPartner Compensation for Anesthesia Services rendered as Physician-Partners.

This USAP South Texas Compensation Plan (the "Plan"), effective as of the Effective Time (as defined in the Merger Agreement), sets forth the methodology of allocation of the Physician-Partner Compensation and the Clinician Compensation Expenses of individual Physician-Partners in each USAP South Texas Division. The Plan, together with the new Provider Services Agreements effective concurrently with the Plan, replaces in its entirety all prior compensation programs and arrangements of USAP South Texas with respect to the Physician-Partners. The Plan will be the basis for determining the compensation allocated to each USAP South Texas Division and paid to Physician-Partners pursuant to their individual Provider Service Agreements, and may be amended from time to time by the Practice and USAP, subject in all cases to the approval of the Clinical Governance Board set forth in the Charter.

Subject to the Clinical Governance Board, USAP, and established company guidelines and policies, Physician-Partner Compensation shall be paid at least monthly on estimated or "draw" basis to individual Physician-Partners as set forth in the Plan attached hereto as Appendix A, and in accordance with the quarterly allocation reconciliation process described below. Each Physician-Partner will also be entitled to receive a quarterly payment payable as soon as reasonably practicable but in no event later than the thirtieth (30th) day of the calendar month following the end of each quarter (which payment shall subtract the draws previously received during the quarter). Notwithstanding the foregoing, in no event shall the estimate or draw in any quarterly period exceed a pro-rated portion of 85% of the physician's projected taxable income for such period, subject to the Clinical Governance Board.

The quarterly reconciliation shall be calculated as follows:

1. The Practice shall prepare an income statement for each USAP South Texas Division (each, a "USAP South Texas Division P&L"), which shall reflect the Net Revenues and Expenses directly generated or incurred by each USAP South Texas Division. The Practice shall also make a reasonable allocation of any shared or common Expenses incurred by USAP South Texas. Any allocation of Allocated Expenses shall be (a) consistently applied across all USAP South Texas Divisions and (b) consistent with the methodology utilized by USAP to calculate Deemed Expenses. For the avoidance of doubt, each USAP South Texas Division P&L shall reflect any Expenses specifically identified with individual PhysicianPartners in that USAP South Texas Division. Based on the above methodology, each USAP South Texas Division P&L shall calculate EBCC for each USAP EXHIBIT C 74129669_15 South Texas Division. For the avoidance of doubt, the sum of the EPBC for the USAP South Texas Divisions shall equal 100% of the EBCC for USAP South Texas calculated pursuant to the PRCS.

2. The calculation of Physician-Partner Compensation for a USAP South Texas Division shall be set forth on the USAP South Texas Division P&L for such USAP South Texas Division. For the avoidance of doubt,

the sum of the Physician-Partner Compensation for the USAP South Texas Divisions shall equal 100% of the Physician-Partner Compensation for USAP South Texas calculated pursuant to the PRCS. Physician-Partner Compensation for each USAP South Texas Division shall be allocated to the Physician-Partners in such USAP South Texas Division based upon the Plan.

Physician-Partners are not permitted to carry a negative balance at any time. If, at any time, an individual carries a negative balance, the Practice reserves the right to withhold amounts payable to such individual until the negative balance is cured.

In addition, within thirty (30) days following the delivery of the audited financial statements of Holdings, USAP shall reconcile the actual amounts due to Physician-Partners for the prior fiscal year and such physician's compensation may be adjusted upwards or downwards to reflect such reconciliation.

If at any time after the date hereof, there are any issues with the operation of the Plan or the interaction of the Plan with the PRCS, then the Clinical Governance Board and the Practice shall work together in good faith to make sure adjustments to the Plan as are necessary or desirable to achieve the original intent and economics of the effectiveness of the Plan.

Additionally, Clinician Compensation will be reduced by any amounts owed and outstanding to Holdings or any of Holdings' affiliates (but more than ninety (90) days in arrears) by any Physician-Partner in final settlement of such amounts pursuant to such PhysicianPartner's indemnification or other obligations to the extent Holdings or any of Holdings' affiliates are finally determined to be entitled to such amounts (whether through mutual agreement of the parties thereto, or as a result of dispute resolution provisions) in accordance with the terms of Section 2.12, Section 2.14 or Article IX the Merger Agreement for any claims owed by individual Physician-Partners pursuant thereto.

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Roberta Moreno on behalf of Jacqueline Johnson
 Bar No. 790973
 rmoreno@constangy.com
 Envelope ID: 78805286
 Filing Code Description: Amended Petition
 Filing Description: 1ST
 Status as of 8/22/2023 5:21 PM CST

Associated Case Party: U. S. ANESTHESIA PARTNERS OF TEXAS, P.A.,

Name	BarNumber	Email	TimestampSubmitted	Status
Lara de Leon		ldeleon@constangy.com	8/22/2023 4:31:35 PM	SENT
Roberta Moreno		rmoreno@constangy.com	8/22/2023 4:31:35 PM	SENT
Aarika Johnson		anjohanson@constangy.com	8/22/2023 4:31:35 PM	SENT
Jacqueline CJohnson		jjohnson@constangy.com	8/22/2023 4:31:35 PM	SENT
Cassandra Cottrell		ccottrell@constangy.com	8/22/2023 4:31:35 PM	SENT

Associated Case Party: ORTHOMED STAFFING, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Lu Pham		lpham@phamharrison.com	8/22/2023 4:31:35 PM	SENT
Caroline Harrison		charrison@phamharrison.com	8/22/2023 4:31:35 PM	SENT
Spencer Mainka		smainka@phamharrison.com	8/22/2023 4:31:35 PM	SENT

Associated Case Party: GISELLE CONLIN

Name	BarNumber	Email	TimestampSubmitted	Status
Monica Chandler		MChandler@phamharrison.com	8/22/2023 4:31:35 PM	SENT
Karen Marchman		kmarchman@phamharrison.com	8/22/2023 4:31:35 PM	SENT

EXHIBIT F

to Second Arin Declaration in Support of Plaintiff Federal Trade Commission's Motion for
Entry of Protective Order

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

U.S. ANESTHESIA PARTNERS, INC., et al.

Defendants.

Case No.: 4:23-CV-03560-KH

**DEFENDANT U.S. ANESTHESIA PARTNERS, INC.'S INITIAL DISCLOSURES
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 26(a)(1)**

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Defendant U.S. Anesthesia Partners, Inc. (“USAP”) hereby submits its first initial disclosures. The following disclosures are based on information reasonably available and currently known to USAP. This litigation is at the earliest stage, and USAP is without the benefit of the investigative files, materials pertaining to witnesses, and other information or documents obtained by the Federal Trade Commission (“FTC”) at this point in the case. USAP expressly reserves the right to correct, modify, and/or supplement these disclosures in accordance with Federal Rule of Civil Procedure 26(e)(1)(A), and reserves all objections relative to the use, for any purpose, of these disclosures or of any information or document referenced herein. By identifying individuals as part of these disclosures, USAP makes no representations, concessions, or admissions, regarding the relevant knowledge or competence to testify of any of those individuals, and reserves the right to object on any grounds, to any deposition or testimony of any such individuals.

USAP reserves the right to rely upon any of the individuals or entities identified for subjects other than those listed. In addition, all of these disclosures are made without prejudice

to producing, or disclosing, during discovery or at any point before trial, any additional documents, data, information, or witnesses, subsequently determined or discovered to have been omitted from these disclosures.

USAP reserves the right to make objections to the production and admissibility of any documents or tangible things, or the answering of interrogatories regarding any matters discussed herein. USAP also reserves the right to move for a protective order pursuant to Federal Rule of Civil Procedure 26 before producing or allowing any discovery of the matters stated herein. USAP does not waive the attorney-client privilege, the attorney-work product doctrine, or any other available privilege, doctrine, or immunity from discovery.

Finally, in making these disclosures, USAP does not waive its position that the FTC lacks the statutory authority both to seek injunctive relief independent from an administrative proceeding and to challenge USAP's past conduct; that each of the FTC's antitrust claims or allegations fail to state a claim as a matter of law and should be dismissed with prejudice; its position that the FTC has failed to appropriately define any relevant market or USAP's role in any such markets; or its position that the FTC has failed to allege any actionable price-fixing or market-allocation agreement.

I. Rule 26(a)(1)(A)(i): *the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment*

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(i) and subject to the qualifications stated above, USAP identifies the individuals and third parties listed in Exhibits A and C attached hereto as likely to have discoverable information that USAP may use to support its claims or defenses, excluding persons to be used solely for impeachment. USAP reserves the right to rely upon information derived from additional persons as such individuals come to

USAP's attention through further discovery and investigation, to rely upon evidence obtained from any persons identified by the FTC, and to rely upon evidence obtained from the individuals and third parties listed in Exhibits A and C with respect to any subject. As discovery is ongoing, and USAP has not yet issued document requests, and USAP does not yet have the benefit of any investigative files, information, or other materials from the FTC, USAP reserves the right to supplement Exhibits A and C to the extent necessary to identify additional current or former employees, current or former FTC personnel, or third parties that may possess information relevant to USAP's defenses or the allegations by the FTC.

II. Rule 26(a)(1)(A)(ii): *a copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment*

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(ii) and subject to the qualifications stated above, USAP identifies in Exhibit B hereto those categories of documents, data compilations, and tangible things in its possession, custody, or control that it may use to support its claims or defenses in this action, unless such use is solely for impeachment. USAP makes these disclosures without waiving any arguments it may have concerning the relevance or admissibility of, or the proper weight to be accorded to, any of the information contained in the documents described. As discovery is ongoing, and USAP has not yet issued document requests, USAP reserves the right to supplement Exhibit B to the extent necessary to identify additional categories of documents that may relate to information relevant to USAP's defenses.

III. Rule 26(a)(1)(A)(iii): *a computation of each category of damages claimed by the disclosing party*

USAP is not seeking monetary damages at this time. USAP reserves the right to supplement, modify, or amend this disclosure as the action proceeds.

IV. Rule 26(a)(1)(A)(iv): *any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment*

As applicable to the remedies currently pled in the operative Complaint, USAP has not identified an insurance agreement under which an entity carrying on an insurance business may be liable to indemnify or reimburse for payments made to satisfy any judgment entered in this action.

Dated: May 13, 2024

/s/ Geoffrey Klineberg

Geoffrey Klineberg

David J. Beck (TX Bar No. 00000070)
(Federal I.D. No. 16605)
BECK REDDEN LLP
1221 McKinney Street, Suite 4500
Houston, TX 77010
Tel: (713) 951-3700
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Geoffrey Klineberg (*Pro Hac Vice*)
KELLOGG, HANSEN, TODD,
FIGEL & FREDERICK, P.L.L.C.
1615 M Street N.W., Suite 400
Washington, D.C. 20036
Tel: (202) 326-7900
Fax: (202) 326-7999
gklineberg@kellogghansen.com

Counsel for Defendant U.S. Anesthesia Partners, Inc.

Exhibit A

Name	Position	Contact Information	Subject(s)
Blaylock, David	Vice Chairman, USAP-Texas (North) Clinical Governance Board	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Competition to USAP; Texas acquisitions; facility relationships; procompetitive benefits
Bratberg, Kristen	Former Chief Executive Officer; Former Member, USAP Board of Directors	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Competition to USAP; facility relationships; procompetitive benefits;
Burns, Frank	Chief Administrative Officer	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Payor negotiations
Dennis, Kori	SVP, M&A & Portfolio Management	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Competition to USAP; Texas acquisitions; procompetitive benefits; facility relationships; payor negotiations
Dutton, Richard	Chief Quality Officer	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Procompetitive benefits; facility relationships
Flowers, Dale	Chief Operating Officer	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Facility relationships; procompetitive benefits
Glensk, Alan	Former EVP, Payor Contracting	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Payor negotiations; procompetitive benefits
Grimes, James	Chief Financial Officer	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	USAP financial performance; Texas acquisitions; facility relationships; payor negotiations
Holland, Michael	Former Chief Development Officer	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Competition to USAP; Texas acquisitions; procompetitive benefits

Name	Position	Contact Information	Subject(s)
Holliday, Scott	Chairman, USAP Board of Directors; Chairman, USAP-Texas (North) Clinical Governance Board	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Competition to USAP; Texas acquisitions; facility relationships; procompetitive benefits; billing arrangements; Envision agreement
Maloney, Matthew	President of Clinical Operations	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Competition to USAP
McCort, Brian	EVP, Payor Relations	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Payor negotiations; procompetitive benefits
Regan, Brian	Former Member, USAP Board of Directors	Ropes & Gray, LLP	Competition to USAP; Texas acquisitions; facility relationships; procompetitive benefits; Envision agreement
Schoppa, Derek	Member, USAP Board of Directors; Chairman, USAP CGB for Houston; Chairman, USAP-Texas (Gulf Coast) Clinical Governance Board; Chair, USAP Clinical Operations Committee	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Competition to USAP; Texas acquisitions; facility relationships; procompetitive benefits; payor negotiations
Swygert, Thomas	USAP Growth Physician Leader;	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Competition to USAP; Texas acquisitions; facility relationships; procompetitive benefits
Wade, Lankford	Former Chief Financial Officer	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	USAP Financial Performance; facility relationships; payor negotiations

Name	Position	Contact Information	Subject(s)
Wright, Len	Chief Executive Officer	Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.	Competition to USAP; Texas acquisitions; facility relationships; procompetitive benefits
Commercial payors, self-funded insurance plans, anesthesia practice groups, health care facilities, and individual patients identified by the FTC as having suffered some alleged degree of injury or harm; health care facilities, anesthesiologists, and patients who benefitted from USAP's innovation and quality improvements.	Unknown	TO BE DETERMINED	Competition to USAP; Texas acquisitions; facility relationships; procompetitive benefits; payor negotiations; harm.
FTC or DOJ employees or representatives in connection with any prior investigation of a USAP acquisition, or any other investigations related to alleged harms or the alleged market in Texas.	Unknown	TO BE DETERMINED	Competition to USAP; Texas acquisitions; facility relationships; procompetitive benefits; payor negotiations; harm.

Exhibit B

The following documents are located at the offices of USAP; physical locations of public source(s); or at the offices of USAP's counsel. USAP notes that it has already produced hundreds of thousands of pages of documents including data responses from a variety of sources related to a number of the categories listed below or more broadly in connection with the FTC's pre-complaint investigation. This list is not intended to be exhaustive or to identify all types and categories of documents, information, and materials already produced or that will be requested from non-parties in the case. Nor is this list intended to suggest that additional discovery of USAP regarding the FTC's historical allegations would be proportional or appropriate.

- Documents and data related to competition with, or competitors to, USAP, and the geographic or product markets identified by the FTC.
- Documents and data related to each of the anesthesia practices that USAP acquired or considered acquiring.
- Documents and data related to the investigation into and clearance of USAP's prior acquisitions.
- Documents and data related to negotiations between USAP and commercial payors regarding the terms establishing USAP's participation in those payors' provider network.
- Documents and data related to USAP's advocating for, negotiation of, execution of, and performance of anesthesia services agreements with health care facilities (including those services agreements containing exclusivity agreements).
- Documents and data related to USAP's partnership and employment agreements with physician anesthesiologists and CRNAs.

- Documents and data related to USAP financial performance, forecasts, valuations, and growth strategies.
- Documents and data related to treatment outcomes for patients who receive anesthesia services from USAP physician anesthesiologists and CRNAs.
- Documents and data related to health care facilities' and patients' satisfaction with USAP's anesthesia services.

Exhibit C

Nonparty	Contact Info	Subjects
Corporate Representative or employee(s) of ASC at West Ave	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Ascension Hospitals - Seton	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Atkins Expert Sinus Care	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Baptist St. Anthony's Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Baylor Heart and Vascular Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Baylor Medical Center at Irving	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Baylor Orthopedic and Spine Hospital at Arlington	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Baylor Regional Medical Center at Grapevine	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Baylor Scott & White The Heart Hospital - McKinney	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Baylor University Medical Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Bear Creek Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Blue Star Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits

Nonparty	Contact Info	Subjects
Corporate Representative or employee(s) of BSA Hospice of the Southwest	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Cardiac Cath Lab of Mid-Cities	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of CHI St. Luke's Health Memorial	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Children 1st Dental and Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Clear Fork Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Covenant Hospital Plainview	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Eclipse Surgicare	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Endo Sedation	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Envision Healthcare	TO BE DETERMINED	Documents or data related to competition to USAP and the Envision agreement
Corporate Representative or employee(s) of FortisBMI	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Galleria Periodontics and Implants	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Hays Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of HCA Houston Healthcare Tomball	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits

Nonparty	Contact Info	Subjects
Corporate Representative or employee(s) of Heaton Laser Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Hedwig ASC	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Hill Country Memorial Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Hill Country Memorial Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Houston Children's Dental Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Houston Methodist The Woodlands Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Las Colinas Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of MagForce, USA, Inc.	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Medical City Dallas Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Medical City Dallas Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Medical City Surgery Center/Fort Worth	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Memorial Hermann Specialty Hospital Kingwood	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Memorial Hermann Sugar Land Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits

Nonparty	Contact Info	Subjects
Corporate Representative or employee(s) of Memorial Hermann Surgical Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Memorial Hermann Surgical Hospital Kingwood	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Charlton	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Children's Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Health System	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Hospital Atascosa	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Hospital Hill Country	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist McKinney Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Richardson Medical Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Specialty & Transplant Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Sugarland Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Texsan Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits

Nonparty	Contact Info	Subjects
Corporate Representative or employee(s) of Methodist West Houston Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Methodist Willowbrook	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of MH Katy Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of MH Memorial Village ASC	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Mid-Cities ASC	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of OakBend Medical Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of OakBend Medical Center - Wharton	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Our Children's House	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Pearland Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Russell C. Lam, M.D.	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of South Austin Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of South Austin Surgery Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Spring Excellence Surgical Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits

Nonparty	Contact Info	Subjects
Corporate Representative or employee(s) of St. Catherine Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of St. Luke's Lakeside Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of St. Luke's Sugar Land Hospital	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Sugarland ASC-USPI/MH	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Surgery Center of Arlington	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Surgical Caregivers of Fort Worth	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Texas Children's Hospital (OB/GYN Anesthesiology Service at the Texas Children's Pavilion for Women)	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Texas Health Harris Methodist Hospital Forth Worth	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Texas Health Heart & Vascular Hospital Arlington	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Texas Health Heart & Vascular Hospital Arlington	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Texas Health Hospital Frisco	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits

Nonparty	Contact Info	Subjects
Corporate Representative or employee(s) of Texas Health Presbyterian Hospital Dallas	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Texas Health Presbyterian Hospital of Flower Mound	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Texas Health Presbyterian Hospital –WNJ	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Texas Health Surgery Center Bedford	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Texas Proton Therapy Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of TX Spine & Joint	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of UPNT Surgery	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of US Anesthetics Services, PA	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of UT Health Austin	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Wadley Regional Medical Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Westgreen Surgical Center	TO BE DETERMINED	Documents or data related to facility relationships and procompetitive benefits
Corporate Representative or employee(s) of Aetna Health Inc.	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Baylor Scott & White Insurance Company	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates

Nonparty	Contact Info	Subjects
Corporate Representative or employee(s) of Blue Cross Blue Shield of Texas	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Bright HealthCare	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Celtic Insurance Company	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Cigna HealthCare of Texas Inc.	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of CHRISTUS Health Plan	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Community First Insurance Plans	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Community Health Choice, Inc.	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Friday Health Insurance Company, Inc.	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Imperial Insurance Companies, Inc.	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Moda Health Plan, Inc.	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Molina Healthcare of Texas, Inc.	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Oscar Insurance Corporation	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Scott and White Health Plan	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates

Nonparty	Contact Info	Subjects
Corporate Representative or employee(s) of Sendero Health Plans, Inc.	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of SHA, LLC	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of Superior HealthPlan	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of UnitedHealthCare of Texas, Inc.	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates
Corporate Representative or employee(s) of US Health and Life Insurance Company	TO BE DETERMINED	Documents or data related to commercial payor negotiations and reimbursement rates

CERTIFICATE OF SERVICE

I hereby certify that on May 13, 2024 I served or caused to be served a true and correct copy of U.S. Anesthesia Partners, Inc.'s Initial Disclosures to the Federal Trade Commission upon the following counsel of record for the FTC at the email addresses listed below:

Kara Monahan
Bradley S. Albert
Michael J. Arin
Daniel W. Butrymowicz
Timothy Grayson
Dylan Herts
Leah P. Hubinger
Patrick Kennedy
Neal Perlman
Gary H. Schorr
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Dated: May 13, 2024

/s/Kenneth M. Fetterman
Kenneth M. Fetterman
*Attorney for Defendant U.S. Anesthesia Partners,
Inc.*

EXHIBIT G

to Second Arin Declaration in Support of Plaintiff Federal Trade Commission's Motion for
Entry of Protective Order

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

U.S. ANESTHESIA PARTNERS, INC., et al.

Defendants.

Case No.: 4:23-CV-03560-KH

[Revised Proposed] Protective Order

Pursuant to Federal Rule of Civil Procedure 26(c), the parties to the above-captioned case (the “Litigation”), through their respective counsel, agree that the terms and conditions of this Protective Order (the “Order”) shall govern the production and handling of all documents, items, or other information exchanged by the parties and/or nonparties in the Litigation including, without limitation, responses to requests for production, interrogatories, requests for admissions, pleadings, exhibits, and deposition or other testimony, regardless of the medium or manner in which any such materials are generated, stored, or maintained. This includes any material produced, filed, or served by any party or nonparty during discovery in this Litigation, or any information included in any such material. The Court finds that good cause exists for entry of a protective order in this Litigation to prevent unauthorized disclosure and use of confidential information during and after the course of the Litigation.

Accordingly, **IT IS HEREBY ORDERED AS FOLLOWS:**

1. **Persons/Entities Covered.** This Order is binding upon all current and future parties to this Litigation, including their respective corporate parents, subsidiaries, affiliates,

successors, or assigns and their respective counsel, agents, representatives, officers, and employees and any others set forth in this Order. This Order shall also apply to any materials produced in discovery in this Litigation by nonparties, and shall apply to parties and non-parties alike, and further provided that this Order does not limit any party or nonparty's rights with respect to its own materials that it produces in discovery in this Litigation. When conducting discovery from nonparties, the parties to this Litigation shall provide notice of the terms of this Order to such nonparties by providing a copy of this Order with the discovery requests.

2. **Designation of Materials.** Any party or nonparty responding to discovery requests or providing materials in connection with this Litigation ("Producing Entity") may designate a document, or all or any part of a discovery response, deposition, or other material as Confidential Material or Highly Confidential Material (defined below) based on a good-faith belief that such materials qualify for that designation under the terms of this Order:

(a) "Confidential Material" shall mean (i) any information, testimony, or tangible thing produced during discovery that reveals a trade secret; confidential research, analysis, development or commercial information, which is maintained as confidential and has not been released into the public domain (unless through unauthorized disclosure), in accordance with Federal Rule of Civil Procedure 26(c); (ii) personal information that is protected from disclosure by statute, regulation, or is otherwise entitled to protection from public disclosure; and (iii) any other information for which a good faith claim of need of protection can be made under the Federal Rules of Civil Procedure and/or applicable law.

(b) "Highly Confidential Material" shall mean any Confidential Material that, if disclosed, is likely to cause significant competitive or commercial harm. By way of example only, Highly Confidential Material may include: trade secrets; highly sensitive and non-public

research or analysis; competitively sensitive customer information; non-public financial, marketing, or strategic business planning information not more than three (3) years old; current or future non-public pricing information relating to research, development, testing of, or plans for existing or proposed future products, or services; information relating to the processes, apparatus, or analytical techniques used by a party or nonparty in its present or proposed commercial production of such products or services; confidential contractual terms, proposed contractual terms, or negotiating positions (including internal deliberations about negotiating positions) taken with respect to U.S. Anesthesia Partners or competitors to U.S. Anesthesia Partners; personnel files; and communications that disclose any Highly Confidential Material. Material that is more than three (3) years old is presumptively not entitled to protection as Highly Confidential Material; provided, that such material may be considered Highly Confidential Material if it discloses current business practices. Nothing in the foregoing description of “Highly Confidential Material” (and, in particular, the fact that financial information less than three (3) years old is generally considered to be “Highly Confidential Material”) is intended to foreclose any party from arguing that specific pricing information that may be less than three (3) years old is neither Confidential Material nor Highly Confidential Material.

(c) The parties to this Litigation and third parties desire to ensure the privacy of patient records and other information that the parties have determined might contain Confidential Health Information (“CHI”) and agree that a Producing Entity may designate CHI as Confidential Material at a minimum and, as such, subject to the terms of this Order. The parties to this Litigation and third parties also seek to ensure that any person who receives and stores CHI in connection with this proceeding will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the privacy, integrity,

and confidentiality of any CHI and to prevent unpermitted use or disclosure of any confidential health information they may receive from any person in connection with this proceeding. CHI will be securely returned or destroyed pursuant to the provisions of this Order. As used in this Order, “Confidential Health Information” or “CHI” shall mean any patient health information protected by any state or federal law, including but not limited to “Protected Health Information” or “PHI” as set forth in 45 C.F.R. § 160.103.

(d) Confidential and Highly Confidential Material, respectively, shall include:

(i) all copies, extracts, and complete or partial summaries prepared from such Confidential or Highly Confidential Material; (ii) portions of deposition transcripts and exhibits thereto that contain or summarize the content of any such Confidential or Highly Confidential Material; (iii) portions of briefs, memoranda, or any other writings filed with the Court and exhibits thereto that contain or summarize the content of any such Confidential or Highly Confidential Material; (iv) written discovery responses and answers that contain or summarize the content of any such Confidential or Highly Confidential material; and (v) deposition testimony designated in accordance with paragraph 2(g) below.

(e) Information designated as Confidential or Highly Confidential Material shall be considered “trade secrets and commercial or financial information” that is “privileged or confidential” under 5 U.S.C. § 552(b)(4) for the purpose of the Freedom of Information Act.

(f) Any document produced by a Producing Entity in this Litigation may be designated as Confidential Material by marking it “CONFIDENTIAL” on the face of the document at the time of production. Any document produced by a Producing Entity in this Litigation may be designated as Highly Confidential Material by marking it “HIGHLY CONFIDENTIAL” on the face of the document at the time of production. A Producing Entity

may also designate electronic documents and other non-paper media as Confidential or Highly Confidential Material, as appropriate, by (i) noting such designation in an accompanying cover letter; (ii) affixing the confidentiality designation to the material or its container, including the appropriate confidentiality designation in the load file provided with the electronic production; (iii) including the appropriate confidentiality designation in the name of the file(s) provided with the electronic production; or (iv) using any other means that reasonably notifies the party in receipt of the material (the “Receiving Party”) of the designation.

(g) Testimony provided in this Litigation may be designated as Confidential Material or as Highly Confidential Material if the testimony concerns or relates to the designating party’s or nonparty’s Confidential or Highly Confidential Material. The party or nonparty desiring to designate any portion of testimony as Confidential or Highly Confidential Material shall do so by so stating orally on the record on the day that the testimony is being given. Following any such oral designation, the confidential portions of the deposition shall be taken only in the presence of persons entitled to access such information under this Order. A Producing Entity may designate any or all portions of the transcript or video of any deposition (or of any other testimony) as containing Confidential or Highly Confidential Material in accordance with this Order by notifying all other parties in writing within thirty (30) calendar days of the Producing Entity’s receipt of the final transcript that the transcript contains Confidential or Highly Confidential Material and designating the specific pages and/or lines as containing Confidential or Highly Confidential Material. All transcripts and videos of testimony in this Litigation shall be treated as Highly Confidential Material and subject to this Order until thirty (30) calendar days after a final transcript of the deposition (or other testimony) is received by the Producing Entity. Any portion of any deposition testimony that is not designated as

Confidential or Highly Confidential Material in accordance with this paragraph, within thirty (30) calendar days after a final transcript and/or video of the deposition (or other testimony) is received by the Producing Entity shall not be entitled to the protections afforded to Confidential or Highly Confidential Material under this Order.

(h) Any document produced (or material containing or summarizing information from a document produced), as well as all transcripts of any investigational hearings, during the investigation by the Federal Trade Commission (“FTC” or “Commission”) (the “Investigatory Material”) shall be treated as Highly Confidential Material under this Order, notwithstanding any designation or lack thereof on the documents as originally produced, unless either the original source of the document agrees or the Court orders otherwise. Nothing in this Order shall constitute any waiver of any applicable privileges or protections from discovery that may apply to Investigatory Materials pursuant to the FTC’s Rules of Practice or other legal obligation imposed upon the FTC. The confidentiality of Investigatory Material may be challenged under the provisions of paragraph 7.

(i) Notwithstanding any of the foregoing, information shall be deemed non-confidential material under this Order if it is in the public domain, or is already known to a party through proper means and on a nonconfidential basis or is or becomes available to a party from a source rightfully in possession of such information on a nonconfidential basis.

3. **Individuals to Whom Confidential Material May Be Disclosed.** Unless otherwise ordered by the Court or permitted in writing by a Producing Entity, Confidential Material may be used only in connection with this Litigation, and disclosure of Confidential Material may be made only to:

(a) The Court and court personnel, including assistants, clerks, law clerks, and other support staff (this category is referred to as the “Court”).

(b) Outside attorneys for a party who are working on this Litigation and their employed or retained secretaries, paralegals, legal assistants, and support services (including, without limitation, copy services, jury consultants, interpreters, translators, document management services, graphics services, and similar professional services) (this category is referred to as “Outside Attorneys”).

(c) For U.S. Anesthesia Partners, one attorney employed in-house (i) who has executed the agreement annexed hereto as Appendix A, and (ii) who, at the time of signing the agreement annexed as Appendix A and for a period of two (2) years after receipt of Confidential Material, does not participate in or advise on Competitive Decision-Making or litigation or other legal actions involving the Producing Entity of the Confidential Material (this category is referred to as “~~U.S. Anesthesia Partners~~ In-House Counsel”). “Competitive Decision-Making” means decision-making relating to a competitor, or potential competitor, of U.S. Anesthesia Partners, a payor, or a healthcare provider (such as a hospital or ambulatory surgery center), including decisions regarding contracts, marketing, pricing, rates, product or service development or design, service offerings, research and development, mergers or acquisitions, or licensing, acquisition, or enforcement of intellectual property rights.

(d) ~~[intentionally omitted] For the collective Welsh Carson entities, one in-house attorney (i) who has executed the agreement annexed hereto as Appendix A, and (ii) who, at the time of signing the agreement annexed as Appendix A and for a period of two (2) years after receipt of Confidential Material, does not participate in or advise on Competitive Decision-Making or litigation or other legal actions involving the Producing Entity of the Confidential~~

~~Material (this category is referred to as “Welsh Carson In-House Counsel” and, together with U.S. Anesthesia Partners In-House Counsel, collectively “In-House Counsel”).~~

(e) FTC personnel, including FTC Commissioners, as well as FTC attorneys, employees, and law clerks who are working on, supervising, or being briefed about this Litigation (this category is referred to as “FTC Personnel”).

(f) Court reporters, court videographers, and similar transcription services and their support staff providing services in court or at depositions for the purpose of assisting the Court in this Litigation (this category is referred to as “Court Reporters”).

(g) Any expert or consultant, including all nonparty personnel and support staff assisting such expert or consultant, but not the entity itself by which such expert or consultant and assisting personnel are employed, who is retained by or for the benefit of any of the parties in this Litigation to assist counsel in this Litigation, and provided that the expert or consultant has executed the agreement annexed hereto as Appendix A (this category is referred to as “Experts”).

(h) Any mediators engaged by the parties or appointed by the Court, and their support staff (this category is referred to as “Mediators”).

(i) Any person who authored or previously received the material. For e-mails, this provision is limited to individuals in the to, from, cc, or bcc fields, and includes any attachments to an e-mail that the person received.

(j) The Producing Entity’s current directors, officers, employees, or outside counsel.

(k) The Producing Entity’s former employees, provided that the party showing the former employee the materials has a good faith reason to believe that the former

employee accessed the materials in the ordinary course of business during their employment or worked on issues sufficiently related that such access would have been likely.

(l) To the extent such Confidential Material was produced by a Producing Entity, any person who has been designated as a Rule 30(b)(6) witness by the Producing Entity.

(m) A custodian of records that has or had possession of the material or access in the ordinary course of business to the material.

(n) During the conduct of hearings, witnesses in the Litigation, to whom disclosure is reasonably necessary and who have signed the agreement annexed hereto as Appendix A (this category is referred to as “Witnesses”).

(o) Any other person to whom the Producing Entity consents in writing or by order of the Court.

4. **Individuals to Whom Highly Confidential Material May Be Disclosed.** Unless otherwise ordered by the Court or permitted in writing by the Producing Entity, Highly Confidential Material may be used only in connection with this Litigation, and disclosure of Highly Confidential Material may be made only to the following, as defined in paragraph 3 above:

- (a) The Court.
- (b) Outside Attorneys.
- (c) FTC Personnel.
- (d) Court Reporters.
- (e) Experts.
- (f) Mediators.

(g) Any person who authored or previously received the material. For e-mails, this provision is limited to individuals in the to, from, cc, or bcc fields, and includes any attachments to an e-mail that the person received.

(h) The Producing Entity's current directors, officers, employees, or outside counsel.

(i) The Producing Entity's former employees, provided that the party showing the former employee the materials has a good faith reason to believe that the former employee accessed the materials in the ordinary course of business during their employment or worked on issues sufficiently related that such access would have been likely.

(j) To the extent such Confidential Material was produced by a Producing Entity, any person who has been designated as a Rule 30(b)(6) witness by the Producing Entity.

(k) A custodian of records that has or had possession of the material or access in the ordinary course of business to the material.

(l) Witnesses.

(m) Any other person to whom the Producing Entity consents in writing or by order of the Court.

5. **Handling of Confidential Material and Highly Confidential Material.** All material designated Confidential or Highly Confidential shall remain in the possession of the attorneys who receive such material through discovery in this Litigation, and they shall not release or disclose the nature, substance, or contents thereof, except that copies of such materials may be made for the use of those assisting the attorneys to whom disclosure may be made under paragraphs 3 and 4 above, including Experts, and copies of such materials may be submitted to the Court under seal as necessary. Persons who have been shown Confidential or Highly

Confidential Material pursuant to this Order and have not otherwise obtained or maintained the material in the normal course of business shall not retain copies of that material.

6. **Inadvertent Failure to Designate as to Confidentiality.** Except to the extent provided in paragraph 2(f), in the event that a Producing Entity fails to designate confidential material as Confidential or Highly Confidential, the Receiving Party shall, upon a written request from the Producing Entity, treat and preserve such information, document, paper, or other thing in accordance with the confidentiality designation that the Producing Entity states should have been affixed to it. The Producing Entity shall re-produce the information, document, paper, or other thing with the appropriate confidentiality designation unless doing so would not be feasible (as, for example, in the case of a final deposition transcript). Each Receiving Party shall replace the incorrectly designated materials with the newly designated materials, destroy the incorrectly designated materials, and treat the materials in accord with their new designation. Except as provided in paragraph 2(f), the inadvertent failure of a party or nonparty to designate material as Confidential or Highly Confidential at the time of production shall not be deemed a waiver of the protections afforded by this Order, either as to specific information in the material or as to any other information relating thereto or on the same or related subject matter. No party shall be deemed to have violated this Order if, prior to notification of any later designation, such material has been disclosed or used in a manner inconsistent with the later designation. If material inadvertently not designated as confidential was filed with a court on the public record or otherwise disclosed before the time of the material's later designation, then the Producing Entity shall be responsible for seeking appropriate relief, including return of the material.

7. **Challenging a Confidentiality Designation.**

(a) A Receiving Party shall not be obligated to challenge the propriety of a Confidential or Highly Confidential designation at the time the designation is made. A Receiving Party may challenge a confidentiality designation at any time or at such time defined and identified in any pre-trial Order or process entered by this Court, and a Receiving Party's failure to have made such a challenge at any previous time, including after acceptance or receipt of material with a confidentiality designation, shall not be deemed a waiver of the Receiving Party's right to challenge any confidentiality designation.

(b) A Receiving Party seeking to challenge a Confidential or Highly Confidential designation shall give notice in writing of such challenge to counsel for the Producing Entity specifying the document or portion of document or otherwise identifying the materials at issue and setting forth the basis for the Receiving Party's challenge.

(c) Within seven (7) calendar days of receipt of written notice that the Receiving Party objects to the confidentiality designation, counsel for the Producing Entity shall meet and confer with counsel for the Receiving Party to attempt to resolve the challenge.

(d) If the Receiving Party and Producing Entity are unable to resolve the challenge within fourteen (14) calendar days of the notice provided under paragraph 7(b), then the Receiving Party may move the Court for an order removing the challenged material from the restrictions of this Order. Any papers filed in support of or in opposition to this motion shall, to the extent necessary, be filed under seal to preserve the claimed confidentiality of the material at issue. The Producing Entity bears the burden of proof on the issue of the propriety of the challenged confidentiality designation.

(e) Until the parties or the Court resolves a challenge to the designation of Confidential or Highly Confidential Material, the asserted designation shall remain in effect.

8. **Challenging In-House Counsel Access.**

(a) Within seven (7) days after entry of this Order, ~~Defendants~~Defendant must submit to the FTC a written statement that (i) sets forth the full name of the designated In-House Counsel; (ii) describes the In-House Counsel's past, and current, and reasonably foreseeable future primary job duties and responsibilities in sufficient detail to determine if In-House Counsel participates in or advises on, or may participate in or advise on, any competitive decision-making; and (iii) lists the current litigations or other legal actions in which the In-House Counsel participates or advises on behalf of defendant. Within eight (8) days after entry of this Order, the FTC must provide a copy of this Order and the written statement to all nonparties that produced materials in response to compulsory process during the FTC's investigation. For nonparties that did not produce materials during the FTC's investigation, the party serving a subpoena on that nonparty shall attach a copy of this Order and the written statement to the request.

(b) ~~Each~~ Defendant may disclose Confidential Material to its designated In-House Counsel unless the defendant receives a written objection from another party or the Producing Entity within (a) eighteen (18) days of entry of this Order (for nonparties that provided documents or information in response to compulsory process from the FTC during its investigation) or (b) fourteen (14) days of receipt of the first request in the form of a subpoena for documents or information. Any such objection must set forth in detail the grounds on which it is based. For the avoidance of doubt, ~~Defendants~~Defendant may not disclose Confidential material to its designated In-House Counsel during the objection period.

(c) If a Defendant receives a timely written objection, it must meet and confer with the objecting party or nonparty to try to resolve the matter by agreement within seven (7)

calendar days of the written objection. If no agreement is reached, the objecting party or nonparty must file a motion seeking a ruling from the Court on its objections within seven (7) calendar days of the conference or other date agreed-to by the parties to the dispute. The response to any such motion will be due within seven (7) calendar days.

(d) Until the parties to the dispute or the Court resolves a challenge to the sharing of Confidential Material with a defendant's In-House Counsel, the defendant shall not share such Confidential Material with its In-House Counsel, nor can the objecting party or nonparty withhold production or provision of documents or information from ~~Defendants~~Defendant's Outside Attorneys or Experts.

9. **Filing Confidential Material and Highly Confidential Material.** No Confidential or Highly Confidential Materials, including, but not limited to, any documents, pleadings, motions, transcripts, or other filings that disclose the contents or substance thereof, shall be filed in the public record of the Litigation unless otherwise ordered by the Court. In filing papers with the Court that contain or make reference to material designated as Confidential or Highly Confidential, the filing party or nonparty will seek leave from the Court to file the Confidential or Highly Confidential Material under temporary seal. Upon or after filing any paper containing Confidential or Highly Confidential Material, the filing party or nonparty shall file on the public record a duplicate copy of the paper that does not reveal the Confidential or Highly Confidential Material. The Producing Entity will have fourteen (14) days to provide a basis for maintaining the record under seal consistent with the public's common-law and First Amendment right of access. Any responses in opposition are due fourteen (14) days after the Producing Entity files its motion. No replies are permitted without leave of court. Nothing in this

Order shall restrict the parties or nonparties from challenging the filing or maintenance of any Confidential or Highly Confidential Material under seal.

10. **Use of Confidential Material and Highly Confidential Material.**

(a) All documents produced in discovery, and all materials designated Confidential and Highly Confidential, shall be used solely in furtherance of the prosecution, defense, or attempted settlement of this Litigation, shall not be used at any time for any other purpose whatsoever, except as provided in paragraph 10(b) below, including, without limitation, any commercial or business purpose, and shall not be disclosed to or made accessible to any person except as specifically permitted by this Order. All materials designated Confidential or Highly Confidential must be stored and maintained by the Receiving Party in a manner no less secure than a Receiving Party would store and maintain its own confidential material or that of its clients.

(b) Nothing in this Order prevents the parties to *Electrical Medical Trust, et al. v. U.S. Anesthesia Partners, Inc., et al.*, No. 4:23-cv-04398 (S.D. Tex.; Bennett, J.) from utilizing Confidential or Highly Confidential Material in connection with that action, provided that a protective or confidentiality order is entered in that case that provides protections for Confidential and Highly Confidential Material comparable to the protections for such information contained in this Order. Prior to such use, ~~Defendants~~Defendant must provide to all Producing Entities (that provided documents or materials during the FTC's investigation) proof of the entry of such order.

(c) This Order shall not restrict any attorney who is a qualified recipient under the terms of this Order from rendering advice to his or her client that is a party with respect to these actions, and in the course thereof, from generally relying upon his or her examination of

Confidential or Highly Confidential Material. In rendering such advice or in otherwise communicating with the client, the attorney shall not disclose directly or indirectly the specific content of any Confidential or Highly Confidential Material of another party or nonparty where such disclosure would not otherwise be permitted under the terms of this Order.

(d) If any Confidential or Highly Confidential Material is filed in the public record by the Producing Entity, such public filing shall constitute the Producing Entity's waiver of the designation of the publicly filed material for its use by any party in this Litigation; provided, however, that inadvertent disclosure of Confidential or Highly Confidential Material through a public filing shall not constitute a waiver if the inadvertent disclosure is corrected within three (3) business days by withdrawing the public filing containing Confidential or Highly Confidential Material, and the filing is replaced with a filing under seal pursuant to paragraphs 6 and 9. However, such public filing will not constitute a waiver of any confidentiality designations made with respect to any non-publicly filed portions of the publicly filed document or concerning any other material not actually publicly filed.

(e) Nothing in this Order shall be construed to prejudice any party's right to use Confidential or Highly Confidential Material in any hearing or other pre-trial proceeding before the Court, or any party's right to challenge any such use.

(f) The parties agree to cooperate in good faith to develop a process for disclosure of Confidential or Highly Confidential information at trial.

(g) Subject to taking appropriate steps to preserve confidentiality, the Commission may disclose Confidential Material, Highly Confidential Material, or Sensitive Personal Information to other governmental entities, as provided by 16 C.F.R. §§ 4.9–4.11, 15 U.S.C. §§ 46(f) and 57b-2, or as otherwise authorized or required by law. Such entities include

officers and employees of Federal or State law enforcement agencies (including duly authorized employees of the Commission) and congressional committees.

11. **Other Proceedings.** Any person or party subject to this Order who receives a subpoena or other request for production of information covered by this Order shall promptly notify the Producing Entity so that the party or nonparty may have an opportunity to appear and be heard on whether that information should be disclosed. Confidential and Highly Confidential Material shall not be produced in any other proceeding, or for any use other than in this Litigation, without an order compelling production from a court of competent jurisdiction or the agreement of the Producing Entity.

12. **Unauthorized Disclosure of Confidential or Highly Confidential Material.**

(a) If any person subject to this Order becomes aware that they or any other person has, either intentionally or inadvertently, disclosed Confidential or Highly Confidential Material to someone not authorized to receive such material under this Order, counsel for the party involved shall (i) as soon as is practicable notify in writing the Producing Entity of the unauthorized disclosure; (ii) use best efforts to obtain the return or destruction of all copies of the protected materials; and (iii) inform the person or persons to whom unauthorized disclosures were made, to the extent the person or persons are identifiable, of the terms of this Order.

(b) The Court has jurisdiction to enforce this Order and to grant relief, as authorized by law or in equity, for any violations thereof.

13. **Inadvertent Production or Disclosure of Privileged Documents.** If information subject to a claim of attorney-client privilege, work product immunity, or any other applicable privilege or immunity is produced inadvertently, the parties shall comply with Federal Rule of

Evidence 502(d), Federal Rule of Civil Procedure 26(b)(5)(B), and any other relevant order of the Court.

14. **Nonparties.**

(a) If information sought in a discovery request implicates a Producing Entity's obligation to a nonparty not to disclose such information, the following procedures shall be followed:

(i) The Producing Entity shall timely serve a written objection to the production of such information on the basis of its obligation to a nonparty not to disclose the information.

(ii) The Producing Entity shall, no later than the date on which written objections are served under paragraph 14(a)(i), provide the nonparty written notice of the pending request and a copy of this Order.

(iii) If the nonparty does not object to the disclosure within fourteen (14) calendar days from which the written notice of the pending request was sent by the party or such additional time as may be required by the Producing Entity's obligation to the nonparty, the Producing Entity shall produce the materials subject to any appropriate designations under the terms of this Order.

(iv) If the nonparty objects to the disclosure, the nonparty shall timely seek a protective order by filing within fourteen (14) calendar days from the objection a motion for a protective order or other appropriate relief from the Court. Should the nonparty timely seek relief, no disclosure shall be made or required unless disclosure is ordered by the Court.

(v) Nothing in this Order shall be deemed to require any Producing Entity to subject itself to any penalties for noncompliance with any legal process or order, or to seek any relief from the Court in connection with obligations imposed by a discovery request.

(b) If any discovery requests are served on a nonparty, the party serving the discovery request shall provide the nonparty with notice of the terms of this Order. Documents produced by nonparties in this Litigation that consist of or contain portions of documents originally created or generated by a party shall be treated as Highly Confidential. If any party believes the designation should be Confidential or no designation, it can notify the party who originally created/generated the document, the parties can confer, and go through the dispute resolution process as necessary.

15. **Further Application.** Nothing in this Order shall preclude any party, or any nonparty from whom discovery has been requested, from applying to the Court for additional or different protective provisions with respect to specific material based on a showing of good cause. The Court shall retain jurisdiction over the parties, nonparty Producing Entities and over any person executing an undertaking to be bound by the terms of this Order, during the pendency of the Litigation and for such time thereafter as is needed to enforce the terms of this Order.

16. **Reservation of Rights.**

(a) By designating any material Confidential or Highly Confidential, the parties do not acknowledge that any such material is relevant or admissible in this Litigation. All parties reserve the right to seek discovery of, or alternatively to resist discovery of, such material in this Litigation.

(b) Nothing in this Order shall prohibit a party from using or disclosing publicly available or independently discovered information, unless the party is aware that the information has become public improperly or inadvertently.

(c) Nothing in this Order prevents any party from seeking a further order of this Court pursuant to Federal Rule of Civil Procedure 26(c).

17. **Modification.** The Court retains the right to allow disclosure of any subject covered by this Order or to modify this Order at any time. Furthermore, nothing in this Order shall prejudice the right of the parties to stipulate (subject to Court approval) an amendment, modification, or supplement to this Order. Nothing in this Order shall preclude any party from seeking an order of the Court amending, modifying, or supplementing this Order.

18. **Conclusion of this Litigation.**

(a) The provisions of this Order will not terminate at the conclusion of this Litigation. This Order shall remain in full force and effect unless modified, superseded, or terminated by written agreement of the parties or by an order of this Court.

(b) Absent a written request by a Producing Entity to return materials (at its own expense) within sixty (60) calendar days after such time as this Litigation is concluded, whether by final adjudication on the merits from which there remains no right of appeal, or by other means, all persons having received information designated as Confidential or Highly Confidential Material must destroy such materials. Alternatively, the Producing Entity may require all counsel to certify in writing to the Producing Entity that all such information has been destroyed. As to those materials that contain or reflect attorney work product, counsel of record for the parties shall be entitled to retain such work product in their files, so long as such

materials, in accordance with the provisions of this Order, are clearly marked to reflect that they contain information subject to this Order and are maintained as such.

(c) Notwithstanding any other provision of this Order, attorneys shall be entitled to retain pleadings, affidavits, motions, briefs, expert reports (and exhibits thereto), correspondence (including internal correspondence and e-mail), any other papers filed with the Court (including exhibits), deposition transcripts (including exhibits), and the trial record (including exhibits) even if such materials contain Confidential or Highly Confidential Material, so long as this Order will continue to govern any such retained materials. The Receiving Party's reasonable efforts shall not require the return or destruction of materials that (i) are stored on backup storage media made in accordance with regular data backup procedures for disaster recovery purposes; (ii) are located in the email archive system or archived electronic files of departed employees; (iii) are subject to litigation hold obligations; or (iv) are otherwise required by law to be retained. Backup storage media need not be restored for the purpose of returning or certifying destruction of materials, but any such materials retained in backup storage media shall continue to be treated in accordance with this Order.

(d) Nothing in this Order shall preclude the FTC from complying with the provisions of Rule 4.12 of the FTC's Rules of Practice, 16 C.F.R. § 4.12.

19. **Termination of Access.**

(a) In the event any person or party permanently ceases to be engaged in the conduct of these actions, such person's or party's access to Confidential and Highly Confidential Material shall be terminated, and all copies thereof shall be returned or destroyed in accordance with the terms of paragraph 18 above, except that such return or destruction shall take place as

soon as practicable after such person or party ceases to be engaged in the conduct of this
Litigation.

(b) The provisions of this Order shall remain in full force and effect as to any
person or party who previously had access to Confidential and Highly Confidential Material,
except as may be specifically ordered by the Court or consented to by the Producing Entity.

IT IS SO ORDERED.

Dated: _____

Kenneth M. Hoyt
United States District Judge

APPENDIX A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____, am employed as _____ by

_____. I acknowledge and certify as follows:

1. I have read the Protective Order in Federal Trade Commission v. U.S. Anesthesia Partners, Inc, et. al., Civil Action No. **4:23-CV-03560**, United States District Court for the Southern District of Texas and agree to be bound by its terms.

2. I will not make copies or notes of Confidential or Highly Confidential Material that I receive in this litigation except as necessary to enable me to render assistance in connection with this Litigation.

3. I will not disclose Confidential or Highly Confidential Material that I receive in this Litigation to any person not expressly entitled to receive it under the terms of the Protective Order and will retain any such material in a safe place.

4. I will not use Confidential or Highly Confidential Material that I receive in this Litigation for any purpose other than that authorized by the Protective Order.

5. I will retain all Confidential or Highly Confidential Material that I receive in this Litigation in my custody until I have completed my assigned duties, whereupon the materials will be returned to the person that provided them to me or destroyed, as provided by the Protective Order. Such delivery or destruction shall not relieve me from any of the continuing obligations imposed upon me by the Protective Order.

6. I agree to be subject to the continuing jurisdiction of the United States Court for the Southern District of Texas for the sole purpose of having the terms of the Protective Order enforced.

7. I understand that my failure to abide by the terms of the Protective Order will subject me, without limitation, to civil and criminal penalties for contempt of Court.

Date: _____

Signature: _____

Address: _____
