

AMENDMENT TO ADDENDUM TO RESIDENCY AGREEMENT

MIDOCS Program

This Amendment to Addendum to Residency Agreement (the “Amendment”), dated as of [REDACTED] (the “Effective Date”), between by [REDACTED] (“Institution”), MIDOCS Consortium, (“MIDOCS”), the [REDACTED] Residency Program (“Program”), and [REDACTED] (“Resident” and together with Amendment, Institution, MIDOCS, the “Parties”, and each, a “Party”).

WHEREAS, the Parties have entered into an Addendum to Residency Agreement, dated as of [REDACTED] (the “Existing Agreement”);

WHEREAS, the Parties hereto desire to amend the Existing Agreement to permit Resident to complete child and adolescent psychiatry fellowship which must be integrated with a psychiatry residency training program in a MIDOCS affiliated institution on the terms and subject to the conditions set forth herein. And to provide clarity around Practice Requirements and Premature Termination subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment. Background of the Existing Agreement is hereby deleted in its entirety and replaced by the following:

BACKGROUND

Resident is employed as a resident physician pursuant to a residency agreement (“Residency Agreement”).

Resident currently possesses or will possess as of the effective date of this Addendum a medical degree and with full knowledge and intention, hereby voluntarily commits to enrollment in and completion of the MIDOCS Program and the two years of practice in an Underserved Community, subject to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the above, and the mutual covenants contained herein, the parties hereto agree as follows:

2. Amendment. Section 1.2 of the Existing Agreement is hereby deleted in its entirety and replaced by the following:

1.2 Practice Requirement. Resident acknowledges and agrees that MIDOCS was established and funded for the purpose of providing physicians with medical residency training to practice in certain Underserved Communities (as defined below). As a condition of acceptance into the MIDOCS residency program, Resident agrees to (i) practice general medicine in an Underserved Community for a minimum period of two (2) years commencing within thirty (30) days after completion of the medical residency program; and (ii) forego any sub-specialty

training during such two (2) year period (the “Practice Requirement”) with the exception of a child and adolescent psychiatry fellowship which must be integrated with a psychiatry residency training program in a MIDOCs affiliated institution. Resident will not perform another service obligation concurrently with his or her MIDOCS service obligation. Residents who have an outstanding service obligation to another entity, such as the federal government, the State or any other entity, may complete such other service obligation after the MIDOCS service obligation is fulfilled.

3. Amendment. Section 3.2 of the Existing Agreement is hereby deleted in its entirety and replaced by the following:

3.2 Premature Termination. MIDOCS will use reasonable efforts to assist Resident in fulfilling his or her obligations for Loan Assistance pursuant to this Addendum. In the event of Resident’s voluntary termination of this Addendum prior to full satisfaction of Resident’s obligations for Loan Assistance hereunder, unless mutually agreed to by all parties, Resident shall:

- A. Pay to MIDOCS any Loan Assistance amounts paid to Resident representing the Practice Requirement term not completed,
- B. \$11,250 multiplied by the number of months of obligated service not completed;
- C. interest on the above amounts at the maximum amount authorized by legal authority; and
- D. forfeit any right to future payments from the MIDOCS program.

The minimum amount that MIDOCs is entitled to recover from a Resident who terminates pursuant to this section will not be less than \$46,500.

Resident understands that Program shall not accept nor be required to accept any form of partial, periodic or monthly payments to pay off the total amount due. Institution shall pay to MIDOCS any amounts received from Resident under this Section 3.2.

4. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import will mean and be a reference to the Existing Agreement as amended by this Amendment.

5. Miscellaneous. This Amendment is governed by and construed in accordance with the laws of the State of Michigan, without regard to the conflict of laws provisions of such State.

This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

<p>MIDOCs:</p> <hr/> <p>Representative Name</p> <hr/> <p>Title</p> <hr/> <p>Signature</p>	<p>INSTITUTION:</p> <hr/> <p>Institution Name</p> <hr/> <p>Representative Name</p> <hr/> <p>Title</p> <hr/> <p>Signature</p>
<p>RESIDENT:</p> <hr/> <p>Name</p> <hr/> <p>Signature</p>	<p>PROGRAM:</p> <hr/> <p>Program Name</p> <hr/> <p>Representative Name</p> <hr/> <p>Title</p> <hr/> <p>Signature</p>

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