confirmation of our offer and your acceptance for the position of Pediatrics RN Resident February Cohort, [redacted] You will be joining our Pediatrics Med Surg Department and reporting to Mikka A Magee.
Your tentative start date will be on or about February 24, 2020.

Your tentative orientation date will be February 24, 2020.

Your pay and benefits will be as follows:

St. David's HealthCare
Nurse Residency
Program Agreement
and Official Offer
Letter of Employment

This St. David's HealthCare Nurse Residency Program Agreement (this **"Agreement"**) is entered into as of the date of signature between ____________ [redacted] **("Employee")** and St. David's Healthcare Partnership, L.P., LLP **("SDHP"** and, with Employee, the **"Parties").** Your tentative orientation date will be February 24th, 2020.

WHEREAS, individuals who are licensed Registered Nurses **("RNs")** are eligible to participate as students in SDHP's Nurse Residency Program **("Program")** in order to receive education and training to prepare them for work as an RN in designated specialty areas.

WHEREAS, Employee desires to participate in the Program, and SDHP is willing to allow Employee to participate in the Program, subject to the terms of this Agreement.

WHEREAS, your offer is contingent upon the successful completion of a pre-employment process to include: background check, drug screen, health assessment and the provision of required documentation related to employment eligibility. Please note any misrepresentation of qualifications or credentials may be grounds for dismissal. You must complete the drug screen at an authorized location within 72 hours of receipt of the drug screen form; otherwise, the offer is void. The drug screen form and Disclosure/Authorization/Release of Information form will be sent to you closer to your start date. You may also be required to complete a state fingerprinting prior to your start. If your state requires this, additional instructions will be attached.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Training

SDHP will compensate Employee during the Program as described in Section 3.a below. In addition, sufficient funds to cover the cost of tuition, books and certain supplies have been paid on the Employee's behalf. Although the exact amount expended on Employee's behalf cannot be precisely stated, the Parties agree that **$10,000** is an accurate estimate of the value of the training provided. Employee further agrees to execute the attached promissory note (the **"Promissory Note")** related to the repayment of such costs as a condition precedent to participation in the Program.

2. Employment

a. Upon execution of this Agreement and the Promissory Note, Employee will be employed by SDHP and assigned to one of the facilities set forth on Exhibit A hereto (each, a **"Facility"),** for the duration of the Program.

b. Employee will remain in the employment of SDHP for the duration of the Program, and for a period of two years after date of hire into the Program, subject to Facility's policies and procedures applicable to employees.

c. Employee shall meet the established attendance and performance requirements as outlined by the Program to remain eligible for participation in the Program.

3. Compensation

a. To participate in this program, we are offering you a **$2,000.00 stipend**, all required tax withholding pursuant to IRS regulations will be withheld; Federal will be at the supplemental rate as designated by the IRS. The stipend will be paid at the end of every pay period (two weeks) completed in the program planned. **The program is planned 13 Weeks starting February 24, 2020.**

b. Upon completion of the Immersion Program you will receive an hourly rate of $25, less all legally required and authorized deductions. All wages are subject to tax withholding pursuant to IRS regulations; Federal supplemental rate withheld as designated by the IRS.

c. **You must pass your NCLEX RN exam, and have a current Texas RN License verifiable on the Texas Board of Nursing website, prior to your first day of employment.**

d. Continued full-time employment is contingent upon performance within the residency program. Nothing in this letter will be construed to oblige St. David's Healthcare to employ you or to continue your employment for any particular time or under particular terms or conditions of employment. If you do successfully complete and continue in a full time status at the conclusion of your residency program, **please note that your hourly rate of pay will change to $27/hour on a designated date in July of 2020.**

e. You will be eligible to participate in our benefits plan that includes Medical, Dental and Life insurance options. Benefits are effective on your 31st day of employment and you must be in a full or part-time role to be eligible. We also offer a 401 (k) salary deferral plan. All benefit plans are subject to the terms, conditions, limitations, and exclusions contained in the applicable plan documents. Details of these programs will be mailed to your home from our benefits team. PTO accrual begins once you successfully transition off of the stipend at the conclusion of your Immersion Program.

4. Employment Following Date of Hire

a. Term of Employment. In consideration for participating of the Program, *and* upon offer of employment by a Facility, Employee agrees to work full-time as an RN for Facility in the unit as assigned by Facility for at least two (2) years following the date of hire by Facility ("Two Year Commitment Period"). During the Two Year Commitment Period, Employee shall diligently and conscientiously devote his/her energies, interests, abilities, and productive full-time to discharging his/her duties at Facility. St. David's Healthcare can elect not to enforce these terms, should there be a business need to move the Employee to another role/Facility.

b. Education Requirement. In consideration for participating in the Program, *and* upon offer of employment by a Facility, Employee agrees that if hired in with an Associate's Degree in Nursing, ADN, there is an expectation that the Employee will enroll in a RN to BSN program within one (1) year of Employee's date of hire. Employee will then need to graduate from the BSN program within three (3) years of the Employee's enrollment date. Failure to do so will result in termination of employment.

c. Termination of Employment by Employee or Facility. Should Employee voluntarily terminate his/her employment with Facility for any reason before completing the Two Year Commitment Period, Employee shall repay Facility the value of the Program on a pro rata basis. Specifically, Employee shall pay Facility 1/24 of the total value of the Program for each full or partial month of the Two Year Commitment Period remaining at the time of termination. St. David's Healthcare can elect not to enforce these terms during the Two Year Commitment Period, should there be a business need to terminate the Employee due to not meeting the established attendance and performance requirements as outlined by the Program to remain eligible for participation in the Program.

d. Withholding from Employee's Paycheck. Employee hereby specifically authorizes Hospital to withhold from his/her final paycheck, including any payment for accrued but unused PTO, any amounts owed to Hospital as repayment for the training in accordance with paragraphs [4.c.]. Employee further acknowledges that employee will be responsible for any amounts that remain owing to Hospital under paragraphs [4.c.] following such withholding and will pay the costs related to any action Hospital must take to collect said amount, including reasonable attorneys' fees.

e. Termination Upon Death and/or Disability. Employment and this Agreement, shall, in their entirety, terminate immediately upon Employee's death or Employee's physical or mental incapacity to perform any or all of his/her essential functions, with or without reasonable accommodation, for any period or periods which, in the aggregate, total 30 calendar days or more in any 12-month period.

f. Indemnification. Employee shall indemnify and hold harmless SDHP, Facility and their respective successors, assigns, directors, officers, agents and personnel from and against any financial loss, damage, injury, penalty, sanction, judgment, fine, liability, cost, expense and fee (including reasonable attorneys' fees, expert witness fees, investigator fees, court costs, costs and fees associated with arbitration or mediation) ("Losses") which result from or arise out of any claim asserted against SDHP or its affiliates in connection with this Agreement or the Program, to the extent such Losses are caused by (i) the fraud, willful misconduct or negligence of Employee; (ii) the breach or alleged breach of the terms, or warranties or representations by Employee contained in this Agreement ; or (iii) any material failure of Employee to comply with applicable law.

5. Intellectual Property & Other Confidential Information

a. The parties acknowledge and agree that, as between Employee and SDHP, all systems, documentation, manuals, software, programs, templates, formulas, analyses, reports, practices and processes that SDHP may use and/or provide to Employee in connection with the Program (collectively, the **"SDHP IP")** are proprietary to SDHP. The SDHP IP shall remain the property of SDHP.

b. Employee agrees that the existence of the Agreement and its terms, as well as the SDHP IP and any other tangible or intangible information, data, educational materials, materials relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology concerning SDHP or its affiliates, subcontractor(s), employees, agents or representatives (collectively, the **"SDHP Confidential Information"**) that SDHP shares with Employee or of which Employee becomes aware in connection with his/her participation in the Program is confidential and proprietary to SDHP. Employee shall hold all SDHP Confidential Information in the strictest confidence, shall protect all SDHP Confidential Information with the same degree of care that Employee exercises with respect to his/her own confidential and proprietary information, and shall not disclose any SDHP Confidential Information to a third party without SDHP's prior written consent. Furthermore, Employee shall not use SDHP Confidential Information without SDHP's prior written consent. Furthermore, Employee shall not use SDHP Confidential Information for any purpose other than as specified in this Agreement. Upon the expiration or termination of this Agreement for any reason, or upon written request, Employee agrees to promptly return to SDHP all of the SDHP Confidential Information (in whatever form or media). The obligations of this Section 5 shall survive the expiration or termination of this Agreement and remain in full force and effect for a period of 3 years thereafter, or until such time as the SDHP Confidential Information is in the public domain.

c. Employee acknowledges and agrees that a breach of this Section 5 would cause significant and irreparable losses to SDHP that cannot be fully or readily remedied in monetary damages in an action at law. Notwithstanding anything to the contrary in this Agreement, if Employee has breached (or in the reasonable opinion of SDHP is likely to breach) any of his/her obligations under Section 5, SDHP shall be entitled to seek an immediate injunction or other equitable relief in addition to any other remedies available under applicable law or in equity, to stop, prevent or reduce losses arising from such a breach. Employee waives, to the extent permitted by applicable law, the requirement that SDHP post bond prior to entry of an injunction.

6. General

a. Waiver. No waiver of any breach of any paragraph, term and/or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other paragraph, term and/or provision of this agreement.

b. Sole and Entire Agreement. This Agreement, together with the Promissory Note, constitutes the sole, complete and entire agreement between SDHP and Employee concerning the employment. This Agreement supersedes all prior negotiations and/or agreements between the parties, whether oral or written, concerning the employment.

c. Amendments. No amendment or other modification of this Agreement will be effective unless and until it is embodied in a written document signed by both SDHP and Employee.

d. Savings Provision. To the extent that any provision of this Agreement or any paragraph, provision and/or work of this Agreement shall be found to be illegal or unenforceable for any reason, such paragraph, provision and/or word shall be modified or deleted in such a manner as to make this Agreement, as so modified, legal and enforceable under applicable laws. The remainder of this Agreement shall continue in full force and effect.

e. Ability to Assign. This Agreement, and any and all rights and obligations hereunder, are freely assignable by SDHP without the consent of Employee. This Agreement may not be assigned by Employee.

f. Applicable Law. This Agreement shall be governed by the laws of the State of Texas.

g. Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder, unless otherwise stated, shall be deemed effectively given when personally received, and shall be sent by (i) electronic mail transmission with return electronic mail from the recipient indicating receipt; (ii) express or overnight courier with proof of delivery; or (iii) U.S. Postal Service, certified or registered mail with signed return receipt, addressed to the Parties as set forth on the signature page hereto. SDHP and/or Employee may change the person and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein.

EXHIBIT A
FACILITIES

St. David's Medical Center
St. David's North Austin Medical Center
St. David's South Austin Medical Center
St. David's Round Rock Medical Center
St. David's Georgetown Hospital, a St. David's Medical Center facility
Heart Hospital of Austin, a campus of St. David's Medical Center
St. David's Surgical Hospital, a campus of St. David's North Austin Medical Center

PROMISSORY NOTE ("NOTE")

St. David's HealthCare Nurse Residency Program
Travis County, Texas
Williamson County, Texas

$10,000

Date: January 10th, 2020

FOR VALUE RECEIVED, [redacted] (hereinafter called "Maker"), promises to pay, according to the terms of this Note, to St. David's Healthcare Partnership, L.P., LLP, its successors and assigns (hereinafter called "Holder", which term shall always refer to the lawful owner and holder of the indebtedness evidenced hereby) at the main office of the Holder in Travis County, Texas, 98 San Jacinto Boulevard, Suite 1800, Austin, Texas 78701, or at such other place as the Holder may, from time to time, designate in writing, the principal amount of $10,000, plus interest at a fixed rate of 3% per annum. Interest for each year shall be computed on the basis of a 360-day year composed of 12 calendar months of 30 days each. Certain capitalized terms used and not otherwise defined in this Note shall have the meanings given to such terms in that certain St. David's Healthcare Nurse Residency Program Agreement, of even date herewith, between Maker and Holder (the "Agreement"). Maker and Holder agree that, effective upon Maker's acceptance of employment, this Note shall automatically be assigned to Facility.

Interest on the principal amount shall begin to accrue 30 days following the date of any termination of employment of Maker (hereinafter an "Event of Default") under the Agreement, and continuing thereafter until this Note is paid in full as provided herein. All payments received hereunder shall be applied to principal, interest and/or Holder's unpaid costs and expenses, in such order and in such amounts, as Holder shall determine in the reasonable exercise of its discretion.

Amounts outstanding under this Note are subject to forgiveness but shall become due and payable if Maker shall fail at any time to fulfill his/her obligations set forth in the Agreement, and such default shall continue for a period of 10 days after the defaulting party receives written notice thereof from the other party specifying the existence of such default and the defaulting party has not commenced a cure of such compliance and demonstrated continued diligent pursuit of such cure after notice of default. In the event that Maker does default on his/her obligations set forth in the Agreement, Holder may, at its option, accelerate any outstanding debt to be immediately due and payable by Maker.

Amounts so payable, and interest, shall be payable in twenty-four (24) equal monthly installments, the first such payment to be paid on the first business day of the month following receipt of written notice that amounts are due hereunder, and subsequent installments to be paid on the same day of each succeeding calendar month until all amounts have been paid. The Maker may prepay, without premium or penalty, all or any part of this Note at any time and from time to time, provided that any such prepayment shall not reduce or alter Maker's obligation to continue making monthly installment payments in accordance with the terms hereof, as and when required hereunder. All payments shall be payable in lawful money of the United States.

Maker and Holder agree that for each month Maker remains employed by a Facility as an RN, following date of hire into the Program, Holder will forgive 1/24th of the total value of this Note. This Note shall be automatically cancelled on the thirtieth day following Maker's 24th month of employment in accordance with the terms of the Agreement.

The entire outstanding principal balance hereof, together with all accrued and unpaid interest herein, and all unpaid costs and expenses of Holder hereunder, shall be due and payable on the 60th day following an Event of Default.

If at any time during the term of this Note any of the following events (each an "Event of Default") shall occur: (1) Maker fails to pay any interest or principal when due hereunder, and such failure to pay is not cured within ten (10) days after Holder gives written notice to Maker of such failure to pay; (2) any voluntary or involuntary bankruptcy, liquidation, insolvency, readjustment of debt or other similar act or proceeding shall be commenced by or against Maker; (3) Maker shall apply for, or there shall be appointed, a receiver, custodian or trustee for all or a substantial part of Maker 's assets; (4) Maker shall make an assignment for the benefit of creditors; (5) Maker shall be unable to pay its debts generally as they become due; or (6) Maker breaches any of Maker's representations, warranties, or covenants; then, automatically upon the occurrence of (2), (3), (4) or (5), and at the election of Holder upon the occurrence of (1) or (6), the entire amount of unpaid interest and principal hereunder shall become due and payable on the sixtieth (60th) day following such Event of Default without diligence, presentment, protest, demand or notice of protest, demand, dishonor or nonpayment, all of which are expressly waived hereby.

If any payment hereunder becomes due and payable on a day other than a business day, the maturity thereof shall be extended to the next succeeding business day and interest shall be payable at the rate in effect during such extension. As used herein, the term "business day" shall mean a day other than a Saturday, Sunday or day on which commercial banks are authorized to close under the laws of the State of Texas.

Notwithstanding any provisions to the contrary, it is the intent of the Holder, the Maker, and all parties liable on this Note, that neither the Holder nor any subsequent holder shall be entitled to receive, collect, reserve, or apply, as interest, any amount in excess of the maximum lawful rate of interest permitted to be charged by applicable law or regulations, as amended or enacted from time to time. In the event this Note calls for an interest payment that exceeds the maximum lawful rate of interest then applicable, such interest shall not be received, collected, charged, or reserved until such time as that interest, together with all other interest then payable, falls within the then applicable maximum lawful rate of interest. In the event the Holder, or any subsequent holder, receives any such interest in excess of the then applicable maximum lawful rate of interest, such amount which would be excessive interest shall be deemed a partial prepayment of principal and treated hereunder as such, or, if the principal indebtedness evidenced hereby has been paid in full, any remaining excess funds shall immediately be repaid to the Maker. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the maximum lawful rate of interest, the Maker and the Holder shall, to the maximum extent permitted under applicable law, (i) exclude voluntary prepayments and the effects thereof, and (ii) amortize, prorate, allocate, and spread, in equal parts, the total amount of interest throughout the entire term of the indebtedness; provided that if the indebtedness is paid in full prior to the maturity date, and if the interest received for the actual period of existence hereof exceeds the maximum lawful rate of interest, the holder of the Note shall refund to the Maker the amount of such excess or credit the indebtedness as of the date it was received.

Maker shall pay to Holder a late charge equal to 10% of the total amount of the payment if any payment required hereunder is not received by the Holder within 30 days after the date such payment is due to defray the expense incurred by Holder in handling and processing such delinquent payment and not as a penalty or forfeiture; provided, however, in no event shall said late charge result in the payment of interest in excess of the maximum lawful rate of interest permitted by applicable law.

In the event action is instituted on this Note, Maker agrees to pay all costs of collection, including reasonable attorney's fees.

This Note may not be amended, modified or supplemented without the prior written approval of Holder and Maker. No waiver of any term or provision hereof shall be valid against Holder unless such waiver is in writing executed by Holder. Maker may not assign this Note.

This Note, and any and all rights and obligations hereunder, are freely assignable by Holder without the consent of Maker and shall be automatically assigned to Facility as set forth above. Maker hereby waives any notice of the transfer of this Note by Holder or by any subsequent holder of this Note, agrees to remain bound by the terms of this Note subsequent to any transfer, and agrees that the terms of this Note may be fully enforced by any subsequent holder of this Note.

This Note has been executed and delivered in, and shall be governed by and construed and enforced according to the laws of, the State of Texas, except to the extent preempted by applicable laws of the United States of America.

MAKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO HAVE A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREIN, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND/OR THE AGREEMENT AND OTHER DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION, HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

Maker, having read and fully understanding all terms and conditions herein and in the Agreement, has executed this Note.

MAKER: Electronic Signature: ____________________

Printed Name: ____________________

Address: ____________________

____

HOLDER: St. David's Healthcare Partnership, L.P., LLP
98 San Jacinto Boulevard, Suite 1800
Austin, Texas 78701

Upon acceptance, as part of our hiring process, you may receive an email with information about our onboarding system. Please check your email regularly for this message (including the spam folder). To ensure receipt of the welcome email, please add HCAOnboarding@hcahealthcare.com to your address book.

The welcome email will include your User ID and the link to the onboarding website. You must access this system and complete the required new hire forms promptly or your start date could be delayed.

Your initial password to onboarding application will be the first two letters of your first name, followed by a four digit number representing your HR Company which is 5730, followed by the first two letters of your last name and the $ sign. (Example, ja1234sm$).

Do not use the Caps Lock feature on your keyboard. All letters in the password are lowercase. Upon successful login you will be prompted to immediately change your password to something of your own choosing.

Again, congratulations on your offer [redacted] We look forward to having you as a member of the North Austin Medical Center team and trust you will make outstanding contributions to our organization's success.

Sincerely,

Natasha N Francis
Associate Recruiter

I understand that this agreement does not constitute a guarantee of employment; and it is understood that all employees at the organization are employed for an indefinite term, and the employer may terminate the employment relationship for cause. Cause is defined as a reason for disciplinary action that is not arbitrary, capricious, or illegal, that is based on facts that the employer reasonably believes to be true. Some examples of cause include, but are not limited to, (1) dissatisfaction with an employee for such reasons as lack of capacity or diligence, or (2) economic needs subject to the reasonable judgment of the employer. Nothing in this letter will be construed to oblige the organization to employ Grantee or others or to continue the employment of Grantee or others for any particular time or under particular terms or conditions of employment.

I understand that I must abide by the rules and policies of the organization and those outlined in the "Commitment Requirements" section of the Agreement/s. I understand that failure to do so can result in action taken against me.

I understand that voluntary termination during the commitment period may result in my obligation to repay any and all bonus payments made in conjunction with this offer as outlined in the applicable policy.