

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

DR. LAWRENCE AMESSE
143 Lonsdale Avenue
Dayton, OH 45419

Plaintiff,

vs.

WRIGHT STATE PHYSICIANS
725 University Blvd.
Dayton, OH 45435

DR. MARGARET DUNN
725 University Blvd
Dayton, OH 45435

DR. JEROME YAKLIC
725 University Blvd
Dayton, OH 45435

Case No.

Judge:

COMPLAINT AND JURY DEMAND

Plaintiff Dr. Lawrence Amesse, for his complaint against Defendants Wright State Physicians, Dr. Margaret Dunn, and Dr. Jerome Yaklic states as follows:

I. PRELIMINARY STATEMENT

1. This action arises out of Dr. Lawrence Amesse's employment at Wright State Physicians. Dr. Amesse alleges that Defendants unlawfully terminated him for one or more of the following reasons: (1) because he registered concerns that Wright State Physicians and/or its one of its members was violating the Stark Law by making prohibited self-referrals to an REI practice group; (2) because he was perceived as disabled; and/or (3) in retaliation for registering concerns that he was being treated

unfairly on account of a perceived disability. Dr. Amesse also alleges that WSP violated his contract when they confiscated a portion of his earnings beginning in 2012.

2. Dr. Amesse seeks relief in the form of compensatory damages for his economic and non-economic injuries, reinstatement to his previously held position, punitive damages, and an award of his reasonable attorney fees and costs.

II. JURISDICTION AND VENUE

3. The jurisdiction of this Court is invoked to secure the protection and to redress deprivations of rights conferred by Ohio common law and R.C. §§ 4112.02 and 4112.99.

4. Venue in this Court is appropriate because the actions of Defendants complained of herein occurred within Montgomery County, Ohio.

III. PARTIES

5. Plaintiff, Dr. Lawrence Amesse, is a board certified physician in Endocrinology and Obstetrics & Gynecology and is licensed to practice medicine in the state of Ohio. Dr. Amesse is a resident of Dayton, Ohio.

6. Wright State Physicians, Inc. ("WSP") is a private, multispecialty practice group located in Dayton, Ohio. Most or all WSP's physicians are also fully affiliated faculty members at Wright State University's Boonshoft School of Medicine ("BSM"). WSP is an "employer" as that term is defined in R.C. §4112.02.

7. Dr. Margaret Dunn is the Chief Executive Officer and President of WSP. In that capacity, she is an "employer" as that term is defined in R.C. § 4112.02. Dr. Dunn is also the Executive Associate Dean at BSM.

8. Dr. Jerome Yaklic is the Acting Chair of Obstetrics and Gynecology at WSP. In that capacity, Dr. Yaklic is an "employer" as that term is defined in R.C.

§4112.02. Dr. Yalic is also the Acting Chair for BSM's Department of Obstetrics and Gynecology.

STATEMENT OF THE CASE

9. In 1998, Dr. Amesse was hired at Wright State University's Boonshoft School of Medicine as an Assistant Professor of Obstetrics and Gynecology.

10. At the same time, Dr. Amesse entered into an employment agreement with University Medical Services Association, the corporation that would later become WSP, so that he could continue to practice medicine in a clinical setting. According to the terms of that agreement (attached as Exhibit A):

USMA shall provide Physician, as compensation for Physician's employment and performance of the duties and responsibilities herein, such regular and additional compensation as Physician and the Chair of SOM [Boonshoft School of Medicine] Department of primary appointment of which Physician is a member may from time to time agree.

11. Over the course of the next ten years, Dr. Amesse was promoted to Assistant Professor, then Full Professor at BSM. He later became director of WSP's Andrology Laboratory, Director of the Reproductive Endocrinology and Infertility Division, and accepted a position as Clerkship Director for BSM's medical residents.

12. In March 2011, Dr. Gary Ventolini, then-Chair of WSP's Obstetrics and Gynecology group, informed Dr. Amesse that his friends from Bethesda REI group would begin seeing patients in WSP's office. Dr. Amesse objected to the suggestion, as it would result in a loss of infertility patients from his own practice. Nevertheless, by the end of the month the Bethesda group began renting space from the WSP office.

13. On August 15, 2011, Dr. Amesse was called into a meeting with Drs. Ventolini, Yaklic, and Albert Painter, another WSP member and BSM administrator. During that meeting, Dr. Amesse was accused of engaging in "bizarre" behavior and

ordered to undergo a psychiatric evaluation. Several days later, Dr. Amesse informed the administrators that he did not believe a psychiatric evaluation was necessary or warranted but that he was willing to engage in informal efforts to resolve any perceived issues.

14. On August 29, 2011, Drs. Ventolini and Dunn met with Dr. Amesse and informed him that he would not be permitted to see patients at WSP until he agreed to undergo a psychiatric evaluation. He was, however, permitted to continue seeing his private patients and continue with his duties to supervise medical residents and staff. On September 9, 2011, counsel for Dr. Amesse drafted a letter expressing concern that his rights under the Americans with Disabilities Act were being violated by the suspension. WSP did not respond.

15. In mid-September, Dr. Amesse agreed to undergo the psychiatric evaluation so that he could return to work at WSP. For reasons outside of Dr. Amesse's control, the testing was not completed until early November. Due to the delay and WSP's request for additional testing, counsel for Dr. Amesse once again drafted a letter requesting that WSP consider whether it was complying with the Americans with Disabilities Act. Once again, WSP did not respond.

16. The psychiatrist found that Dr. Amesse was fit for duty. Dr. Amesse returned on November 17, 2013.

17. During spring 2012, Dr. Amesse continued to question the relationship between Dr. Ventolini and the Bethesda REI group and his requests to review any contracts between Bethesda REI and WSP were repeatedly denied. On more than one occasion, Dr. Amesse informed Drs. Yaklic and Dunn of his concerns about lack of

transparency and asked whether there was a compensation agreement between WSP management and Bethesda REI.

18. On May 14, 2013, Drs. Yaklic and Dunn informed Dr. Amesse that he would be responsible for reimbursing WSP for a \$68,953 deficit allegedly caused by his forced administrative leave. The letter informed him that he would no longer receive a WSP salary beginning in June 2012, that the surplus in his 050 account would be taken and credited toward the deficit, and that he would not receive any additional compensation for working nights or paid holidays. Notwithstanding the terms of his employment agreement and the fact that he did not agree to such changes in his compensation arrangement, WSP instituted the changes.

19. On December 12, 2012, Drs. Dunn and Yaklic informed Dr. Amesse that he was being suspended from WSP for alleged behavioral issues and unprofessional conduct. In the meantime, WSP sent letters to several local hospitals informing them that Dr. Amesse had been suspended from his practice at WSP.

20. On January 25, 2013, Dr. Dunn sent Dr. Amesse a letter informing him that his employment with WSP would be terminated effective April 30, 2012.

21. On February 22, 2013, Dr. Amesse received a letter from the Dean of BSM informing him that she had accepted Dr. Yaklic's recommendation that he be dismissed from his faculty position.

22. The decision of Defendants to confiscate Dr. Amesse's salary and terminate his employment was made intentionally, purposefully, and maliciously to punish him for expressing concern that Dr. Ventolini and/or WSP was referring patients to REI Bethesda due to their own interest in that entity. These actions, taken in the manner and for the reasons previously described, constitute a violation of the clear and

express public policy set forth in the Stark law which prohibits physicians from referring patients to an entity in which they have a direct or indirect interest. Vindication and enforcement of the foregoing public policy has been jeopardized by reason of Defendants' actions in terminating Dr. Amesse's employment.

23. The actions of Defendants in terminating Dr. Amesse in the manner previously described were committed intentionally, purposefully, and maliciously to discriminate against Dr. Amesse for a perceived mental impairment and/or to retaliate against him for registering a concern that his rights under the Americans with Disabilities Act were being infringed in violation of R.C. 4112, *et seq.*

24. As a direct and proximate result of Defendants' previously-described actions, Dr. Amesse has suffered a loss of income including his salary and benefits, emotional distress, and damage to his professional reputation.

VI. STATEMENT OF CLAIMS

Count One: Breach of Contract

25. Dr. Amesse reiterates and incorporates the allegations set forth in paragraphs 1-24 as if fully rewritten herein.

26. Defendant WSP violated its employment agreement with Dr. Amesse when it unilaterally modified the terms of his compensation arrangement in May 2012 without agreement from Dr. Amesse.

Count Two: Wrongful Termination

27. Dr. Amesse reiterates and incorporates the allegations set forth in paragraphs 1-26 as if fully rewritten herein.

28. Defendants' actions as previously described constituted a wrongful termination in violation of a clear public policy of the state of Ohio.

Count Three: Discrimination (R.C. § 4112)

29. Dr. Amesse reiterates and incorporates the allegations set forth in paragraphs 1-28 as if fully rewritten herein.

30. Defendants' actions in terminating Dr. Amesse's employment constitute a violation of his right to be free from actions of employment discrimination on account of a perceived disability under R.C. § 4112, *et seq.*

Count Four: Retaliation (R.C. § 4112)

31. Dr. Amesse reiterates and incorporates the allegations set forth in paragraphs 1-30 as if fully rewritten herein.

32. Defendants' actions in confiscating Dr. Amesse's salary and terminating his employment constitute a violation his right to be free from acts of retaliation under R.C. § 4112, *et seq.*

VI. PRAYER FOR RELIEF

Plaintiff, Dr. Lawrence Amesse, demands judgment against Defendants Wright State Physicians, Dr. Margaret Dunn, and Dr. Jerome Yaklic, jointly and severally, as follows:

1. An award of compensatory damages for all economic injuries suffered by Dr. Amesse in an amount consistent with the evidence at trial but in no event less than \$25,000;
2. Judgment for compensatory damages for Dr. Amesse's noneconomic injuries including emotional pain and suffering and damage to his professional reputation in an amount to be determined at trial.
3. For an award of punitive damages in an amount to be determined at trial;

4. For an award of Dr. Amessee's reasonable attorney fees and costs;
5. For an award of any other relief in law or equity to which Dr. Amessee is entitled under the premises.

Respectfully submitted,

THE LAW OFFICE OF MARC MEZIBOV

/s/ Marc D. Mezibov
Marc D. Mezibov (OH No. 0019316)
Susan M. Lawrence (OH No. 0082811)
401 East Court St., Suite 600
Cincinnati, OH 45202
Phone: 513.621.8800
Fax: 513.621.8833
mmezibov@mezibov.com
slawrence@mezibov.com

Attorneys for Plaintiff Larry Amessee

JURY DEMAND

Plaintiff, Dr. Lawrence Amessee, demands that all issues of fact in the foregoing complaint be tried to a jury.

/s/Marc D. Mezibov
Marc D. Mezibov (OH No. 0019316)

FULL TIME
FACULTY EMPLOYMENT AGREEMENT

UNIVERSITY MEDICAL SERVICES ASSOCIATION, INC.

PHYSICIAN (FACULTY) EMPLOYMENT AGREEMENT

WITH

LAWRENCE S. AMESSE, M.D.

THIS PHYSICIAN EMPLOYMENT AGREEMENT (this "Agreement") is made this 1st day of August, 1998, by and between Lawrence S. Amesse, M.D. ("Physician") and UNIVERSITY MEDICAL SERVICES ASSOCIATION, INC., an Ohio not for profit corporation ("UMSA"), under the following circumstances:

- A. Physician is a fully affiliated member of the Faculty of Wright State University School of Medicine ("SOM") and desires to practice medicine in accordance with SOM's policies for the same;
- B. UMSA is the organization through which SOM Faculty members practice medicine. This allows their medical practice activities to be conducted in a manner consistent with SOM's medical education objectives; and
- C. Physician as an employee of UMSA will practice medicine as provided in this Agreement.

NOW, THEREFORE, Physician and UMSA agree as follows:

1. Employment. UMSA hereby employs Physician as a medical doctor and Physician accepts such employment by UMSA on the terms and conditions provided in this Agreement.
2. Term of Employment. Physician's employment by UMSA shall begin on August 1, 1998 and shall continue until terminated as hereinafter provided.
3. Duties and Responsibilities. During the Term, Physician shall (i) conduct physician's private practice of medicine through physician's affiliation and employment with UMSA, (ii) maintain Physician's license to practice medicine in the State of Ohio, (iii) maintain medical staff privileges at such medical institutions at which Physician is required to practice medicine and abide by such medical institution's Medical Staff By Laws, (iv) keep and maintain (or cause to be kept and maintained) appropriate records (e.g., patient medical records, reports and other correspondence necessary or appropriate in the circumstances) relating to Physician's performance of

Physician's duties, and (v) do all things reasonably desirable to maintain and improve Physician's professional skills for the benefit of Physician, UMSA and patients.

UMSA strives to provide quality, efficient and cost effective medical care services promoting group participation. Subject to federal and state law and medical practice dictates, Physician shall, whenever practicable, make all referrals for diagnostic and treatment services to other qualified UMSA physicians.

Physician may also be required to perform such charitable functions for UMSA as directed by the Board.

Physician is required to be a participating physician in Medicare and Medicaid and in all third-party payor and managed health care plans in which UMSA decides that it and its physician employees shall participate.

Physician shall also submit claims or bills for professional services, and prepare and maintain (or cause to be prepared and maintained) appropriate records relating to Physician's performance of Physician's duties, in accordance with all applicable laws, regulations and procedures for the same, including but not limited to, the laws, regulations and procedures governing the submission of claims or bills to any governmental or other third party payor for Physician's services rendered and specifically the laws, regulations and procedures governing Medicare payment for physician services rendered in a teaching setting (the "Teaching Physician Rules"). If Physician fails to comply with such laws, regulations and procedures, then UMSA shall have the right to deduct and offset from any compensation or other amounts to be paid to Physician hereunder the amount of damages, liabilities, expenses (including without limitation reasonable attorneys' fees) judgements, settlements, fines and penalties, arising now or in the future (collectively, "Damages") suffered by UMSA, its members and directors, directly or indirectly related to such failure. In addition to, and not in lieu of, the foregoing, Physician agrees to defend, indemnify, and hold harmless UMSA, its directors and members, from any and all Damages directly or indirectly related to Physician's failure to comply with all applicable laws, regulations and procedures for billing, reimbursement and preparation and maintenance of medical records, including but not limited to, the laws, regulations and procedures governing the submission of claims or bills to any governmental or other third party payor for Physician's services rendered and specifically the Teaching Physician Rules. This paragraph of Section 3 shall survive the termination of this Agreement.

4. Compensation. UMSA shall provide Physician, as compensation for Physician's employment and performance of the duties and responsibilities herein, such regular and additional compensation as Physician and the Chair of the SOM Department of primary appointment of which Physician is a member may from time to time agree. UMSA shall pay to Physician such compensation in accordance with UMSA's regular practices from time to time in effect for its physician employees.

Subject to policies adopted from time to time by UMSA which may exempt certain income, all fees received for professional services rendered by Physician during Physician's affiliation and employment hereunder shall be collected by UMSA. These exceptions may include honoraria and employment in federal medical institutions. Physician shall promptly pay to UMSA any such amounts to be paid to UMSA and which are received directly by Physician. Physician hereby expressly agrees and covenants that the compensation and benefits provided to Physician under this Agreement shall fully satisfy and discharge all of Physician's claims upon UMSA or SOM for compensation with respect to Physician's performance of the duties and responsibilities herein. For purposes of this Agreement, Physician's compensation and benefits received as a SOM Faculty member shall not be considered fees received for professional services.

5. Faculty Practice Plan. Except as provided in this Agreement, the terms of SOM's Faculty Practice Plan shall control with respect to matters relating to Physician's expenses, vacations, leaves of absence, professional development leave, disability, illness and other related benefits. UMSA shall not be responsible for the provision of any compensation and benefits so provided to Physician under the SOM Faculty Practice Plan. UMSA shall only be responsible for the provision of such compensation and benefits specifically provided to Physician under this Agreement.

6. UMSA Provided Fringe Benefits. During the Term, Physician shall be entitled to participate in any plans from time to time maintained by UMSA relating to retirement, health, disability, life insurance, and other related benefits. Physician's participation in any such plans shall be subject to the terms of such plans and UMSA's policies, and with respect to health, disability or life insurance plans, shall be further conditioned upon the Physician's insurability and acceptance for such benefits, at standard rates, by the insurance carrier selected by UMSA to provide such benefits. If the insurance carrier selected by UMSA fails to accept Physician for a benefit at standard rates, then Physician shall not be eligible to receive such benefit and UMSA shall have no obligation to provide such benefit to Physician. Physician shall complete all forms and take whatever physical examinations, and do all other things that may be required, to determine Physician's insurability and eligibility for such benefits. Physician's failure to fully cooperate with such requirements with respect to any such benefit shall preclude Physician's eligibility to be provided such benefit.

7. Authority and Control of UMSA. UMSA, after consultation with the Chair of the respective SOM Department, shall establish the appropriate fees for professional services. Physician's performance of professional services on behalf of UMSA shall be subject to UMSA's policies and procedures for the same developed with the Chair of the respective SOM Department.

8. Professional Liability Insurance. UMSA shall, from its then existing carrier, apply for professional liability insurance covering UMSA and Physician for Physician's performance of Physician's duties hereunder with such annual aggregate coverages as UMSA and the Chair of the SOM Department of primary appointment of which Physician is a member may from time to time determine. Such professional liability insurance is presently a modified claims-made policy. Physician and the SOM

Department of primary appointment of which Physician is a member shall be responsible for the premiums necessary to maintain such professional liability insurance in force. UMSA shall have the right to provide copies of any such professional liability insurance policy to such persons as UMSA may deem appropriate.

If Physician shall cease to be an employee of UMSA for any reason, then Physician shall pay to UMSA a pro-rata amount of any professional liability insurance premium paid by the SOM Department of primary appointment of which Physician is a member that is properly allocable to periods succeeding the date of such cessation of employment. UMSA shall have the right to withhold the amount of such premium amount from any amounts owed to Physician hereunder if Physician fails to pay such premium amount to UMSA. In addition, UMSA shall have the right, but not the obligation or duty, to apply any such withheld amounts to any of Physician's obligations hereunder.

If any extended reporting endorsement for any such professional liability policy ("tail"), if applicable, is to be purchased in the event of Physician's termination of employment, then Physician may be responsible for and shall pay any such tail insurance premium in accordance with the policy in effect at such time of the SOM Department of primary appointment of which Physician is a member. UMSA shall have the right to withhold the amount of such tail insurance premium, if applicable, for which the Physician may be responsible from any amounts owed to Physician under this Agreement if such tail insurance premium is not otherwise paid when due.

9. Termination of Employment. Physician's employment by UMSA shall terminate upon the happening of any of the following events:

- (a) Whenever Physician and UMSA shall mutually agree in writing to a termination;
- (b) Upon 90 days' prior written notice by Physician or UMSA to the other;
- (c) Immediately and without notice upon the occurrence of any of the following events:
 - (i) Physician's death;
 - (ii) Termination of Physician's employment as a full time SOM Faculty member;
 - (iii) Upon notice by UMSA upon Physician's involuntary loss of medical staff privileges at a medical institution at which Physician is required to perform assigned duties; or
 - (iv) Physician's loss of Physician's license to practice medicine in the State of Ohio.

- (d) Immediately upon notice by UMSA of Physician's breach of any of the terms of this Agreement or for cause; or
- (e) Immediately upon the Physician's loss of, or inability of UMSA to acquire, professional liability insurance from UMSA's then current professional liability insurance carrier.

From and after such termination of employment, UMSA shall take the necessary steps to discontinue using Physician's name in conjunction with UMSA's professional activities.

10. Payments Upon Termination. After Physician's termination of employment hereunder, UMSA shall pay to Physician the Physician's accrued but unpaid compensation as of the date of Physician's termination of employment within 30 days of such termination.

11. Confidentiality Restrictions. Physician acknowledges that Physician will have access to Confidential Information relating to UMSA and to its patients, including, without limitation (i) medical records, (ii) methods of operation and other information, (iii) fee and reimbursement rates and information, (iv) business and strategic plans, (v) financial information, and (vi) other information of a confidential nature. Accordingly, as a material inducement to UMSA to employ or continue to employ Physician, Physician agrees that Physician will hold in trust and confidence, both during the Term and after any voluntary or involuntary termination of Physician's employment by UMSA, all such Confidential Information, and will not (i) use for any purpose whatsoever or divulge any such Confidential Information, except as such is in the public domain, to any person other than UMSA or persons as to whom UMSA has consented to such disclosure or use, or (ii) except in the performance of the Physician's duties and Physician's responsibilities hereunder, remove or aid in the removal from UMSA's premises any such Confidential Information or any related property or material. Physician agrees to return to UMSA, promptly upon Physician's termination of employment, all of UMSA's property, documents, files and other records (including any copies of the same) and all Confidential Information.

12. Patient Files. All UMSA records and patient files pertaining to Physician's activities as an employee of UMSA which are not hospital records shall be the property of UMSA. Physician shall not remove or copy such records or files upon Physician's termination of employment hereunder, except pursuant to a specific request in writing from a patient. This provision does not apply to hospital records.

13. Benefit. This Agreement shall bind Physician and shall bind and inure to the benefit of UMSA and its successors and assigns. Physician acknowledges that Physician's employment hereunder is unique to UMSA and that Physician shall not have the right to assign Physician's rights or delegate Physician's duties hereunder.

14. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either personally delivered or sent by

certified mail or overnight delivery service to Physician's residence in the case of Physician, or, in the case of UMSA, to its principal office.

15. Amendments: No Waiver. Except as specifically provided in this Agreement, this Agreement may not be amended, altered, modified or extended except by written agreement signed by Physician and UMSA. No provision hereof may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

16. Governing Law. This Agreement shall be governed by the laws of the State of Ohio and construed in accordance therewith.

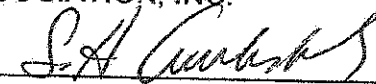
IN WITNESS WHEREOF, Physician and UMSA have made this Agreement as of the day and year first above written.


"Physician"

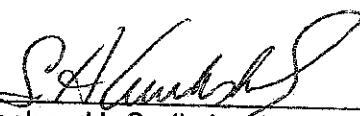

Lawrence S. Amesse, M.D.

"UMSA"

UNIVERSITY MEDICAL SERVICES
ASSOCIATION, INC.

By 
Stephen H. Cruikshank, M.D.
President

By 
Howard Part, M.D.
Interim Dean, Wright State University
School of Medicine

By 
Stephen H. Cruikshank, M.D.
Department Chair, Obstetrics-
Gynecology
Wright State University
School of Medicine

AMENDMENT TO PHYSICIAN EMPLOYMENT AGREEMENT

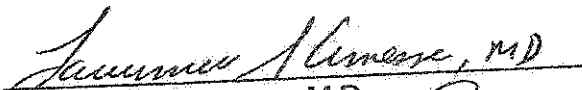
THIS AMENDMENT made this 1st day of August, 1998, by and between UNIVERSITY MEDICAL SERVICES ASSOCIATION, INC., an Ohio professional association ("Association"), and Lawrence S. Amesse, M.D. ("Doctor"), under the following conditions.

- A. The Association and the Doctor have entered into a Physician Employment Agreement.
- B. The parties wish to amend said Physician Employment Agreement.

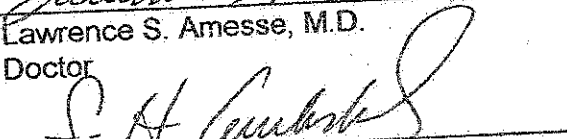
NOW, THEREFORE, the parties agree that the Physician Employment Agreement is hereby amended by modifying as appropriate the provisions thereof concerning the nature and extent of the Doctor's services and the Doctor's compensation as follows:

1. Physician shall render in-house obstetrical/gynecological medical services for patients at Miami Valley Hospital on such on-call schedule as UMSA and the Physician may from time to time agree based on policies established by the Department.
2. UMSA shall pay Physician based on internal department policy.
3. Except as otherwise provided herein, the Physician Employment Agreement between the parties shall remain in full force and effect.

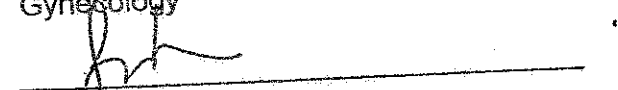
IN WITNESS WHEREOF, the parties have signed this Amendment as of the day and year first above written.


Lawrence S. Amesse, M.D.
Doctor

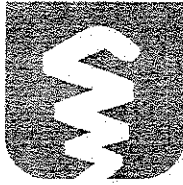
Date July 7, 1998


Stephen H. Cruikshank, M.D.
Chair, Department of Obstetrics-
Gynecology

Date 7-18-98


Gerard L. Otten
Executive Director
University Medical Services Association, Inc.

Date 7-25-98



University Medical Services
Association, Inc.

P.O. Box 1144
Dayton, Ohio 45401
937/320-2100
Fax 937/320-2199

In order to ensure that the Corporation, as well as individual University Medical Services Association, Inc. (UMSA) members have appropriate professional liability coverage against patient complaints, allegations, or legal actions, the Management Committee must have the ability to occasionally discuss a particular incident or case. As a rule, only UMSA Administration and occasionally the involved Department Chair had knowledge of patient complaints or allegations. Recent changes in types and sizes of judgments against the health care community require that the administrative body of an organization continue to monitor the malpractice arena. UMSA recognizes the need to protect you, yet respect your right to confidentiality.

Thompson, Hine & Flory, UMSA's general counsel, has indicated that:

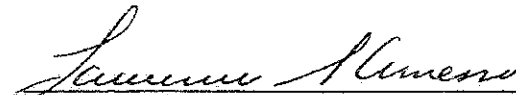
"The Blank case established that UMSA will be subject to suit for actions of its members, and there should be no question that the Management Committee and Administration should have the authority to discuss these matters and take the necessary actions for the protection of all individual members and the Corporation. This release facilitates an appropriate milieu within the group to deal with the problem."

Therefore, UMSA requests that you sign the release below and return to UMSA Administration.

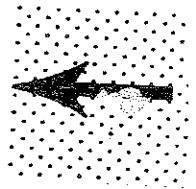
RELEASE

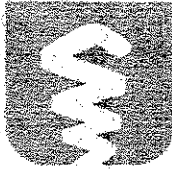
I hereby authorize UMSA Administration and the Management Committee of UMSA to discuss, review, investigate, and take appropriate actions with reference to any complaints concerning my professional services or performance, malpractice, and/or negligence claims against myself or UMSA. I extend to Administration and the Management Committee of UMSA the immunity from liability afforded medical peer review committees under Ohio Revised Code, Section 2305.25. I understand that UMSA takes the position that its activities in this regard should be protected by the confidentiality provisions of Ohio Revised Code, Section 2305.251. The Management Committee shall in turn make a good faith effort to invite me or a departmental representative to any meeting in which such discussions take place.

Signed this 7th day of July, 19 98



Lawrence S. Amesse, M.D.





University Medical Services
Association, Inc.

P.O. Box 1144
Dayton, Ohio 45401
937/320-2100
Fax 937/320-2199

CONFIDENTIAL

NOTICE OF COMPENSATION

This Notice of Compensation serves as an addendum to your employment agreement with University Medical Services Association, Inc.

Combined with your UMSA salary, if any, you may earn up to a maximum of Two hundred thousand dollars (\$200,000) during any fiscal year, in accordance with the "Distribution and Administrative Charges" schedule as approved by the Board of Trustees. Any changes in the "Distribution and Administrative Charges" schedule must be approved by the University Medical Services Association, Inc. Board of Trustees. Distribution (subject to withholding and other employment taxes) will be paid monthly until any change is made by the Board of Trustees.

Your signature below acknowledges acceptance of the continuation of your contractual arrangement.

_____, M.D.
Howard Part, M.D.
Interim Dean, WSU School of Medicine

 _____, M.D.
Lawrence S. Amesse, M.D.

Date

July 7, 1998
Date

Acknowledgement

_____, M.D.
Stephen H. Cruikshank, M.D.
Chair, Department of Obstetrics-Gynecology

Date

cc: Employee
UMSA Employee File