

PHYSICIAN EMPLOYMENT AGREEMENT

THIS AGREEMENT, made by and between **PRACTICE NAME**, hereinafter referred to as **PRACTICE ABBREVIATION** and **PHYSICIAN NAME**, hereinafter referred to as EMPLOYEE, and entered into this ____ of _____, 200_, but effective on _____, 200_.

WITNESSETH:

WHEREAS, **PRACTICE ABBREVIATION**, is a group practice;

WHEREAS, EMPLOYEE is presently qualified to practice INFECTIOUS DISEASE, and is licensed to practice medicine in the State of **State Name**.

WHEREAS, **PRACTICE ABBREVIATION** desires to contract with EMPLOYEE so that EMPLOYEE may assist **PRACTICE ABBREVIATION** in expanding its practice and,

WHEREAS, EMPLOYEE will meet the requirements to become a member of the Hospital Staffs at the following Hospitals (hereinafter, the "Hospitals"):

Hospital Name 1	Street Address, City, State Zip Code
Hospital Name 2	Street Address, City, State Zip Code
Hospital Name 3	Street Address, City, State Zip Code
Hospital Name 4	Street Address, City, State Zip Code
Hospital Name 5	Street Address, City, State Zip Code

and other Hospitals mutually agreed between EMPLOYEE and **PRACTICE ABBREVIATION**, and:

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below and for other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, and the parties, hereto agree as follows:

1. EMPLOYMENT

PRACTICE ABBREVIATION and EMPLOYEE hereby agree that **PRACTICE ABBREVIATION** shall employ the services of EMPLOYEE and EMPLOYEE hereby accepts such employment to render medical services under the terms and conditions hereinafter set forth.

2. DUTIES AND RESPONSIBILITIES

EMPLOYEE shall devote his/her best and entire efforts and all necessary working time in the performance of her duties as a physician for **PRACTICE ABBREVIATION**. EMPLOYEE shall keep regularly scheduled clinic hours as may be set from time to time by **PRACTICE ABBREVIATION** and mutually agreed upon by EMPLOYEE. EMPLOYEE shall perform

his/her duties under this contract in strict conformance with applicable laws, regulations, rules and standards for her profession so as to provide medical services of the highest quality. EMPLOYEE shall fully disclose to PRACTICE ABBREVIATION any allegations, investigations, or restrictions regarding any hospital medical staff, state licensing authority, state or local medical society, drug enforcement agency or any other organization.

3. COMPENSATION

As compensation for the services rendered by EMPLOYEE, PRACTICE ABBREVIATION agrees to pay EMPLOYEE a base salary of \$120,000.00 (ONE HUNDRED TWENTY THOUSAND DOLLARS) annually, paid every two weeks. In addition, EMPLOYEE shall be entitled to keep monies received from lectures; testimony or chart reviews as an expert witness, medical education, or medical administration should she provide these services.

In addition, an incentive program will be structured as follows:

In the first contract year, EMPLOYEE will receive 20% of all fees collected over \$180,000 from EMPLOYEE'S patient care services rendered in the inpatient and outpatient settings. After the \$180,000 in fees generated by EMPLOYEE have been collected, PRACTICE ABBREVIATION shall remit these incentive payments with the second regular payroll of the month following receipt of said fees.

In the second contract year, EMPLOYEE will receive 25% of all fees collected over \$200,000 from EMPLOYEE'S patient care services rendered in the inpatient and outpatient settings. After the \$200,000 in fees generated by EMPLOYEE have been collected, PRACTICE ABBREVIATION shall remit these incentive payments with the second regular payroll of the month following receipt of said fees.

EMPLOYEE will also receive five percent (5%) of all revenue that is generated from infusion services to her patients. PRACTICE ABBREVIATION shall pay the incentive payments on a regular basis on the second payroll of the month following the receipt of said fees.

PRACTICE ABBREVIATION shall be responsible for deducting and paying the usual federal and state taxes, social security and Medicare taxes for compensation.

PRACTICE ABBREVIATION agrees to pay EMPLOYEE a signing bonus of \$5,000.00 if this contract is signed by _____

PRACTICE ABBREVIATION agrees to reimburse EMPLOYEE for 50% of approved moving expenses not to exceed \$5,000.00 paid by PRACTICE ABBREVIATION. (Up to 50% of \$10,000.00 of approved expenses paid by EMPLOYEE)

4. BILLING

PRACTICE ABBREVIATION shall solely bill on behalf of EMPLOYEE for professional and ancillary services rendered by EMPLOYEE in the name of PRACTICE ABBREVIATION. Any and all fees received in connection with such billed services belong to PRACTICE ABBREVIATION and shall be paid as received to PRACTICE ABBREVIATION

and if payable to EMPLOYEE shall be assigned to or endorsed over promptly to PRACTICE ABBREVIATION by named payee.

5. MEDICAL/DENTAL STAFF MEMBERSHIP

This Agreement is contingent upon EMPLOYEE being appointed and remaining a member of the Medical-Dental Staff of the aforementioned Hospitals during the term of this Agreement. Should EMPLOYEE cease to be a member of Hospital's Medical-Dental Staff by resignation or removal from the Staff for due cause, license to practice medicine in the State of State Name being revoked, suspended or restricted, this Agreement shall automatically terminate effective as the date of such resignation, revocation, restriction, or suspension. PRACTICE ABBREVIATION shall pay all outstanding wages and bonus due through the last day worked for PRACTICE ABBREVIATION.

6. TERM AND AGREEMENT

Unless earlier terminated in accordance with the Agreement, this Agreement shall be in full force and effect beginning _____, 20__ to and ending _____, 20__. This Agreement shall automatically renew and continue in full force and for an additional twelve (12) months on the then current terms and conditions unless either party terminates this Agreement by written notice at least one hundred twenty (120) days prior to the end of the initial term or any renewal term(s).

7. VACATION

EMPLOYEE shall be entitled to four (4) weeks of vacation, but not more than two (2) consecutive weeks at one time and subject to approval by the Management Committee. Vacation shall be defined as any weekday in which EMPLOYEE shall not participate in the clinical operation of PRACTICE ABBREVIATION for reasons other than illness. Time taken to attend Continuing Medical Education is counted towards Vacation time. Vacation may be taken in day or week increments.

8. FRINGE BENEFITS

EMPLOYEE shall be eligible to participate in PRACTICE ABBREVIATION'S employee benefit package, as long as EMPLOYEE is an Employee of PRACTICE ABBREVIATION and EMPLOYEE meets all eligibility requirements of each plan and agrees to abide by all the terms and conditions of each benefit plan.

As long as EMPLOYEE remains an EMPLOYEE, PRACTICE ABBREVIATION agrees to pay EMPLOYEE'S health and dental insurance for EMPLOYEE, spouse and legal dependants.

As long as EMPLOYEE remains an EMPLOYEE, PRACTICE ABBREVIATION agrees to pay EMPLOYEE'S professional liability insurance and medical staff dues for hospitals and application fees mutually agreed upon between PRACTICE ABBREVIATION and EMPLOYEE. Upon termination of this agreement, for any reason, PRACTICE ABBREVIATION will not provide any tail professional liability coverage and EMPLOYEE will be responsible for any and all tail professional liability (malpractice) insurance coverage if such is required.

As long as EMPLOYEE remains an EMPLOYEE, EMPLOYEE shall be entitled to a monthly car phone stipend of \$75.00 and an educational stipend of \$1,000.00 per year.

9. RECORDS.

All case records, charts and personal files concerning patients of PRACTICE ABBREVIATION shall be and remain the property of PRACTICE ABBREVIATION. On termination of his employment, EMPLOYEE shall not be entitled to keep or reproduce PRACTICE ABBREVIATION'S records or charts related to any patient unless the patient shall specifically request that his/her records be transmitted to EMPLOYEE or unless PRACTICE ABBREVIATION ceases to operate.

10. RESTRICTIVE COVENANT

A. EMPLOYEE covenants and agrees that for the duration of EMPLOYEE'S employment hereunder, EMPLOYEE shall not compete with PRACTICE ABBREVIATION in the medical practice nor be on staff at any hospital not designated by PRACTICE ABBREVIATION. In addition, EMPLOYEE agrees not to be employed by any other employer without the expressed written consent of PRACTICE ABBREVIATION. Upon termination or resignation from PRACTICE ABBREVIATION, EMPLOYEE covenants and agrees to resign from the medical staff(s) of the Hospital(s) and not to perform medical services for a period of two (2) years from the date of termination or resignation at any of the Hospitals or their affiliated outpatient/ambulatory care centers and any other hospital or outpatient/ambulatory care center where EMPLOYEE has provided medical services during the term of employment. EMPLOYEE covenants and agrees not to perform medical services, for a period of two (2) years from the date of termination or resignation, within four (4) miles of any PRACTICE ABBREVIATION outpatient office in which EMPLOYEE has regularly provided outpatient services.

B. It is specifically understood that this covenant against competition shall survive the expiration of any and all other terms of the Employment Agreement.

C. It is the intention of the parties to restrict the activities of EMPLOYEE only to the extent necessary for the protection of legitimate interests of PRACTICE ABBREVIATION and they specifically covenant and agree that should any of the provisions herein, based on circumstances not now foreseen by the parties, be deemed too broad for that purpose, said provisions shall nevertheless be valid and enforceable to the extent necessary for such protection.

D. In the event of a breach of the restrictive covenant by a Founding Partner, Senior Partner, or Partner, it is agreed that the Company's damages from this breach will be extremely difficult, if not impossible to determine. It is further agreed that the violation of the covenant will result in irreparable harm to the company, and that the injuries resulting from the breach may not be fully compensable in money damages. Therefore, as remedy to the Company for the breach of this covenant and in addition to any and all remedies at law or in equity, the Company shall be entitled to obtain an injunction from a court of competent jurisdiction prohibiting the Founding Partner, Senior Partner, or Partner, from further or continuing breach of the covenant. In addition, the breaching party agrees to pay the Company upon demand, not as penalty but as liquidated damages, the following:

Employee	\$100,000	(One Hundred Thousand Dollars)
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In the event that the No Solicitation covenant is breached, it is agreed that this will result in irreparable harm to the Company that cannot be reasonably or adequately compensated in damages, and therefore, the Company shall be entitled to equitable remedies, including, but not limited to, injunctive relief to prevent the breach and to secure enforcement thereof, in addition to any other relief or reward to which the Company may be entitled.

11. NO SOLICITATION

For a period of one (1) year from the resignation, termination or expulsion, a Founding Partner, Senior Partner or Partner shall not, without the expressed written consent of the Founding Partners, employ, retain the services of (whether as an independent contractor or otherwise) or contract with any person or entity who is a "prohibited person." As used here, a prohibited person is a person who is at the time of resignation, termination, or expulsion, or during the six (6) months immediately prior to the resignation, termination or expulsion, employed by the Company.

12. AMENDMENTS/MODIFICATIONS

Any amendments, additions, or supplements to or cancellation of this Agreement shall be effective and binding on **PRACTICE ABBREVIATION** and EMPLOYEE only if in writing and signed by both parties.

13. ON CALL

EMPLOYEE agrees to share equitably call and coverage for INFECTIOUS DISEASE patients with other physicians employed by **PRACTICE ABBREVIATION** on a schedule as mutually agreed to between **PRACTICE ABBREVIATION** and EMPLOYEE.

14. NOTICES

All notices which either party is required or may desire to give to the other under or in conjunction with this Agreement must be in writing, and shall be deemed to have been duly given upon receipt if delivered in person or sent by facsimile to the party named below, or three (3) days after it is deposited in the United States mail, if by certified or registered mail, postage prepaid, return receipt requested, or the next business day if it is transmitted by Federal Express or similar overnight delivery service, addressed as follows:

PRACTICE ABBREVIATION:

PRACTICE NAME

Street Address

City, State Zip Code

EMPLOYEE:

PHYSICIAN NAME

15. GOVERNING LAW

This Agreement shall be construed and governed by and under the laws of the State of **State Name**.

16. ENTIRE AGREEMENT

There are no other agreements or understandings, written or oral, between the parties, regarding this Agreement other than as set forth herein

17. SEVERABILITY

In the event that any provision or part of any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining parts or provisions of this Agreement, which shall continue in full force and effect.

18. SUCCESSOR

This Agreement shall be binding upon and shall inure to the benefit of **PRACTICE ABBREVIATION**, EMPLOYEE and their respective successors and legal representatives.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument and for all purposes be sufficiently evidenced by any such executed counterpart.

20. ADDITIONAL DOCUMENTS

The parties shall execute any document or documents that may be required from time to time to implement or complete either party's obligations to this Agreement.

21. WAIVER

The waiver by either **PRACTICE ABBREVIATION** or EMPLOYEE of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either **PRACTICE ABBREVIATION** or EMPLOYEE.

22. COMPLIANCE

Physician agrees to abide by the **PRACTICE ABBREVIATION** Corporate Compliance Program and the Code of Conduct at all times.

23. MEMBERSHIP IN METRO.

If a Physician Employee remains employed by the Company through an entire contract term of employment, the Physician Employee will be eligible for consideration to advance to the "Partners" Class of Member. Any advancement must be affirmed by a two-thirds (66.6%) vote of the Founding Partners.

IN WITNESS WHEREOF, **PHYSICIAN NAME** and **PRACTICE NAME** have executed this Agreement by hereunto setting their hands as of the day and year first above written.

PRACTICE NAME.

By_____

PHYSICIAN NAME

By_____