

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the “**Agreement**”) made this ___ day of _____, 2011 (the “**Effective Date**”) by and between [NAME OF COMPANY, a _____ [limited liability company/corporation] with its principal place of business at [Principal Address] (referred to herein as the “**Company**” and the “**Employer**”) and [EMPLOYEE NAME] of [ADDRESS] (“**Employee**”).

RECITALS

WHEREAS, the Company provides [DESCRIBE BUSINESS] (the “**Business**”) and wishes to employ [EMPLOYEE NAME] as an [TITLE], and the Employee wishes to be employed by the Company to serve as [TITLE] of the Business, on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration mutually exchanged by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term.**

1.1 **Initial Term.** The initial term of this Agreement shall commence on the Effective Date of this Agreement and shall continue for [_____] (__) year[s] thereafter subject to earlier termination as set forth in Section 8 (Termination) of this Agreement.

1.2 **Extension of Term.** The term of the Agreement shall be automatically extended unless it is terminated by either prior at least thirty (30) days prior to the termination date.

2. **Duties of Employee.**

2.1 **Scope of Duties.** Employee shall provide [DESCRIBE DUTIES] and any other duties the Employer may assign from time to time.

2.2 **Rules and Regulations.** Employee agrees to abide by and enforce rules, regulations and guidelines provided by Employer for all Business employees, including but not limited to Section 5.2 (HIPAA Requirements). Employer may from time to time amend, add or delete rules, regulations or guidelines at Employer’s sole discretion, and such amendment will not affect the enforceability or terms of this Agreement.

3. **Employee Compensation.** Employee shall be paid [_____](\$___) per [HOURLY/MONTH/ANNUALLY] (“**Compensation**”) subject to all applicable withholding taxes and related taxes, payable at the same times as salary payments to other Company employees. Such salary may be increased from time to time at the sole discretion of the Company. The minimum number of hours Employee shall work each week will be [_____].

4. **Benefits and Vacation.**

4.1 **Benefits.** Employer shall provide [LIST BENEFITS].

4.2 Vacation. Employee shall be entitled to be paid by Employer for [_____] weeks' vacation per year. Vacation maybe taken at any time during the year, provided that, at least one (1) month's notice must be provided to Employer.

5. Loyalty and Confidentiality Covenants.

5.1 Duty of Loyalty. Employee agrees to perform loyally and conscientiously [his/her] duties under this Agreement.

5.2 HIPAA Requirements. The Employee recognizes that the Company is obligated to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), and HIPAA privacy regulation, 45 C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Rule**”), and has the obligation to protect specific patient health information (“**Protected Health Information**” or “**PHI**”). The Employee acknowledges and agrees that [he/she] will complete HIPAA training and maintain up-to-date knowledge of HIPAA requirements and other state and federal standards regarding the treatment and procedures for PHI. The Employee agrees to comply with all HIPAA and PHI standards as well as any and all other federal and state requirements.

5.3 General Confidentiality Clause. For purposes of this Agreement, the term "confidential information" includes all such information referenced in Section 5.2 (HIPAA), as well as any and all information that is maintained and designated as such by the Employer, or any employee of Employer, including but not limited to the following: (i) Information regarding the identity, address, health plan or insurance status, medical history, diagnosis and treatment of Employer's patients; (ii) the records and proceedings of quality assurance, peer review or utilization review evaluations; (iii) information about the financial operations, business plans, strategy of Employer; and (iv) information agreed to be held as confidential with entities with whom the Employer has contracted. Employees shall treat such information as confidential by seeing that it is stored securely and kept under password, if stored on a computer. Employee shall not, during the term of this Agreement or at any time thereafter, directly or indirectly use, permit others to use, or disclose any confidential information except as is necessary: (i) in the course of performing duties as an employee of Employer; (ii) as may be required by law or by professional ethics; or (iii) as provided in this Agreement with respect to patients who wish to continue to see the physician upon employment termination.

5.4 Intellectual Property. The Employer is entitled to any remuneration generated from intellectual property of any kind created by the Employee during the term of this Agreement, including, but not limited to, inventions, patents, copyrights and software.

5.5 Indemnification. Employee hereby indemnifies and holds harmless Employer and its directors, officers, employees and agents from and against any claim, loss, damage, cost, expense (including reasonable attorneys' fees) or liability arising out of or related to the performance or non-performance by Employee of any services to be performed or provided by Employee under this Agreement.

6. Non-Solicitation and Non-Disparagement.

6.1 No Solicitation of Company Employees and Patients. Employee agrees that, both during the term of this Agreement and for a period of two (2) years following separation from employment for any reason, Employee will not disrupt, damage, impair or interfere with the

Company's business by recruiting, soliciting or otherwise inducing any of the Company's employees or patients to enter into employment or patient relationship with any other business entity that competes with the Company.

6.2 No Conflicts. Employee agrees not to enter into any agreement that contains any term that may conflict, either actually or potentially, with the terms of this Agreement.

6.3 Non-Disparagement. Employee agrees that, during the term of this Agreement or any time thereafter, Employee will not make comments, whether oral or in writing, that tend to disparage or injure the Company, its officers, directors, agents, employees, products and services, provided, however, that nothing in this Agreement will be construed to preclude Employee from complying with the terms of a validly issued subpoena.

7. At-Will Employment. This Agreement expressly defines certain obligations of Employee that will apply during and after Employee's employment with the Company. This Agreement is not a contract of employment and does not alter the employment relationship between Employee and the Company, which at all times remains "at will" and can be terminated by either party, with or without cause and with or without advance notice.

8. Termination.

8.1 Termination Without Cause by Either Party. It is understood that the Employee's employment with the Company is "at will", therefore, either the Company or Employee may terminate this Agreement at any time with or without cause. The Company agrees to provide the Employee with a thirty (30) written notice in the event it opts to terminate. If the Employee opts to terminate, [he/she] agrees to provide a thirty (30) day written notice to the Company and assist in the recruitment and replacement of [his/her] successor.

8.2 Termination With Cause. In the event of a material breach of this Agreement by the Employee for fraud, theft or any other justifiable cause, the Employer shall have the option to terminate this Agreement immediately and seek any and all remedies provided by law.

8.3 Compensation Upon Termination. Upon the termination of this Agreement for any reason, Employee (or [his/her] estate) shall be entitled to receive such Hourly Compensation as it has accrued up to the effective date of termination.

8.4 Patient Records upon Termination. At all times, all patient records shall be and remain the property of the Employer. Upon termination of this Agreement, Employee shall return any and all such records or other Company materials as may be in Employee's possession to Employer.

9. Miscellaneous.

9.1 Amendment. This Agreement may be amended or modified only by a written document signed by both parties hereto.

9.2 Notices. All notices required by this Agreement shall be sufficient if delivered in writing either personally to the party to be notified or deposited in the United States mail, postage prepaid and return receipt requested, addressed to the party at the addresses set forth in the preamble of this Agreement.

9.3 Injunctive Relief. The parties agree that any unauthorized disclosure of Confidential Information by the Employee, or a breach of this Agreement pursuant to Section 8.2 (Termination with Cause) or Section 6 (Non-Compete) would cause irreparable injury to the Employer for which monetary damages would not be an adequate remedy and the Employer shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

9.4 Entire Agreement. This Agreement constitutes the entire agreement between Employer and Employee with respect to matters relating to Employee's employment, and it supersedes all previous oral or written communications, representations, or agreements between the parties.

9.5 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.6 Attorney's Fees and Costs. In case of enforcement action arising under or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he/she may be entitled. This provision shall be construed as applicable to the entire Agreement.

9.7 Governing Law. This Agreement and all aspects of the relationship between the parties hereto shall be construed and enforced in accordance with the internal laws of the [STATE], and the parties consent to the jurisdiction of the courts of [STATE] over disputes arising under this Agreement.

9.8 Independent Counsel. Employee acknowledges that [he/she] had the opportunity to consult an attorney regarding the terms of this Agreement.

9.9 Survival. The parties hereto explicitly agree that their rights and obligations hereunder will survive termination of Employee's employment with the Company. In particular, the provisions of Section 6 (Non-Competition and Non-Disparagement) shall survive the termination or expiration of this Agreement as a continuing agreement of Company and Consultant.

[Execution Page Follows]

IN WITNESS WHEREOF, Company and Employee have caused this Agreement to be executed and effective on the day and year first written above.

[COMPANY NAME]

By: _____
Its:

EMPLOYEE:

[Name of Employee]