

PRIMARY CARE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("**Agreement**") is made and entered into as of the date of the last signature below, (the "**Effective Date**"), and is by and between ABC MEDICAL GROUP, LLC, a Florida limited liability company ("**ABC**"), and JANE DOE, D.O. ("**Physician**").

WITNESSETH:

WHEREAS, ABC maintains a medical practice (the "**Practice**") in primary care (the "**Specialty**"), which Practice renders medical services as more particularly set forth in Article II (the "**Services**"), to patients of the Practice ("**Practice Patients**") in Orlando, Florida and its surrounding communities; and

WHEREAS, Physician is board certified or board eligible in the Specialty and is duly licensed to practice medicine in the State of Florida; and

WHEREAS, ABC desires to employ Physician and Physician desires to accept such employment to furnish the Services upon the terms and conditions set forth in this Agreement; and

WHEREAS, Physician warrants to ABC that there are no restrictions on his/her ability to accept such employment from ABC, such as a non-competition or other restrictive covenant, as of the Effective Date of this Agreement.

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

**ARTICLE I
EMPLOYMENT OF PHYSICIAN**

1.1 **Employment.** ABC hereby hires Physician and Physician accepts such employment, to provide the Services in accordance with the terms of this Agreement. The employment of Physician by ABC is expressly conditioned upon the following: Physician meeting ABC's pre-employment screening; Physician executing ABC Medical Group's Confidentiality and Non-Compete Agreement; Physician continuously remaining board certified or board eligible in the Specialty during the term of this Agreement, as renewed; Physician continuously maintaining active staff membership at ABC Hospital, Inc. ("**Hospital**"); and Physician being ready, willing, and able to begin performing services on the date set forth on Exhibit A attached hereto and incorporated herein by reference (the "**Commencement Date**"). Physician agrees to devote Physician's best efforts, energies and skill to the discharge of the duties and responsibilities attributable to Physician's position, and to this end, Physician will devote Physician's full professional time and attention exclusively to the business and affairs of ABC, except as otherwise agreed to in writing by Physician and ABC. The recitals contained in the Witnesseth provisions hereof are contractual and not mere recitals and are incorporated herein by reference.

**ARTICLE II
RESPONSIBILITIES OF PHYSICIAN**

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2.1 **Professional Duties.** Physician's professional duties shall consist of assuring full-time professional coverage of the Practice Patients twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, in accordance with coverage arrangements acceptable to ABC. Physician agrees to work a minimum of forty (40) hours per week, with allowances for time off as further set forth herein. Subject to Physician's professional judgment, physician shall be responsible for providing office based care, providing or arranging for after hours call coverage for patients of the Practice; admitting patients to the Hospital's hospitalist service as necessary, and being available for consultation on Physician's patients admitted to the Hospital, as required by the Hospital's Bylaws, Rules and Regulations.

2.2 **Administrative Duties.** In addition to the professional duties, Physician shall be present at the Practice for administrative duties as required by ABC. Physician's administrative duties shall include, but not be limited to, the following:

- (a) **Training and Standards for Personnel.** Physician shall assist ABC in the hiring of, and review and comment on the performance of, personnel employed by ABC for the Practice.
- (b) **Supervision of Other Employees.** Physician shall assist in the training and direction of the work of all non-physician employees of the Practice.

- (c) Patient Care Protocols. Physician shall be responsible for participating in the development and upgrading of patient care protocols, and assisting the non-physician employees of the Practice with any ongoing procedural or clinical problems at the Practice.
- (d) Dictated Reports. Physician shall prepare (by dictation or other appropriate means) and submit written reports to ABC where necessary in connection with professional services provided in connection with the Practice, including, but not limited to, reviews of utilization data of, and problems experienced in, the Practice.
- (e) Facilities and Equipment. Physician, in conjunction with the Practice's non-physician employees, shall participate in the requisition, repair and maintenance services as necessary for Practice facilities and equipment if Physician is aware such repairs and maintenance services are needed.
- (f) Supplies and Services. Physician shall advise ABC of any needed supplies or services of which physician is aware.
- (g) Reports and Budgets. Physician shall, as requested, assist in the preparation of the Practice budgets and financial reports. Physician shall exercise diligence in keeping controllable costs to a minimum and operating the Practice pursuant to the Practice's budget.
- (h) Quality Assurance. Physician shall assist in the establishment and implementation of procedures to preserve and enhance the consistency and quality of all services provided at the Practice.
- (i) Supervision of Filing and Retention. Physician shall assist ABC in maintaining standards and procedures for the filing and retention of medical reports for the Practice and shall supervise and comply with such procedures.
- (j) Application of Standards. Physician shall perform all his/her duties in conformity with any standard, ruling or regulation of the United States Department of Health and Human Services, the Florida Department of Children and Families, Florida Agency for Health Care Administration, the Joint Commission, CMS, the standards and principles of medical ethics of the American Medical Association, and any other federal, state, or local government agency or third party payor exercising authority with respect to, or providing reimbursement for, the Practice.
- (k) Forms. Physician shall assist, as required, in the revision of patient information forms, medical record forms and consent forms for use at the Practice.

2.3 **Compliance with Bylaws, Rules and Regulations.** Physician agrees to be bound by, and comply with, policies, rules and regulations of ABC, as each may be amended and in effect for time to time, in the performance of duties pursuant to this Agreement.

2.4 **Patient Charts and Records.** Physician acknowledges that all charts and records of Practice Patients shall be and remain the property, and in the custody, of ABC.

2.5 **Insurance.** ABC shall, at its own expense, carry a policy of professional liability insurance providing coverage, in at least the minimum amount which the hospital requires for the maintenance of privileges by physicians on its medical staff. The policy shall insure Physician against any act, error or omission for which Physician may be liable as a result of Physician's performance of services on behalf of ABC and in accordance with the terms of this Agreement. The aforementioned insurance policy shall only cover Physician while acting within the scope of his/her employment with ABC and Physician shall be solely responsible for obtaining professional malpractice insurance for work outside the scope of his/her employment with ABC for moonlighting or other activities, to the extent such activities are permitted under the Confidentiality and Non-Competition Agreement. Physician shall be responsible for obtaining a policy of professional liability insurance coverage, including tail coverage, covering any act or omission by Physician prior to his/her commencement of employment with ABC and Physician shall provide proof of such coverage to ABC prior to the Commencement Date.

2.6 **Authority to Enter Contracts.** It is expressly agreed that Physician shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of ABC, whether oral or written, without the prior express written consent of ABC.

2.7 **Charity Care.** Physician agrees to provide charity care to patients treated by Physician as directed by ABC and to provide services to Medicare, Medicaid and other indigent patients as directed by ABC to satisfy any charity care requirements of ABC, its parent companies or affiliates.

ARTICLE III DUTIES OF ABC

3.1 **Practice Facilities.** During the term of this Agreement, ABC shall provide and make available for the use of Physician, the space and facilities to be occupied by the Practice at such suitable facilities as ABC may designate in its discretion, and any future additions, modifications, or expansions thereof.

3.2 **Equipment.** ABC shall furnish for the use of Physician, all of the furniture, fixtures, equipment, supplies and disposables determined by ABC to be reasonably necessary for the proper and efficient operation and conduct of the Practice.

3.3 **Services.** ABC shall furnish the Practice with janitorial, messenger, laundry, gas, water, heat, answering service, telephone and electrical service as may be reasonably necessary for the proper and efficient operation and conduct of the Practice. ABC shall also provide such other administrative services as accounting, purchasing and medical records. ABC may provide these services through a third party independent contractor of ABC.

3.4 **Personnel.** ABC shall provide adequate personnel, including nursing, secretarial, reception, and administrative, to operate and maintain the Practice. ABC may provide these services through a third party independent contractor of ABC.

ARTICLE IV BILLING

4.1 **Billing.**

4.1.1 **Fees for Physician's Services.** Each patient receiving services from Physician shall be billed for such services. Physician's charges for the professional component of services performed or procedures performed by Physician shall be established by ABC. Such charges shall be reasonable and customary in the community. Physician's charges shall be reviewed periodically, at least annually, by ABC to determine if such charges are reasonable and customary. Physician agrees and understands that charges for supplies and all other non-professional components of services shall be established by ABC.

4.1.2 **Billing Procedures.** On a daily basis, Physician shall accurately record professional services rendered and the charges therefor on forms provided by ABC. ABC, or a third party independent contractor of ABC, shall process such charges and shall post such charges on the patients' accounts. Such charges shall be designated on each patient's account as Physician's professional fee, and bills and statements relating thereto shall be rendered by ABC. Physician acknowledges that his billing and coding is subject to audit and will be audited regularly in accordance with ABC's usual practices. Ongoing or willful charting or coding inaccuracies shall be considered a material breach of this agreement.

4.1.3 **Participation in Managed Care Programs.** As a condition of Physician's employment by ABC, Physician covenants to accept and actively participate in any managed care program proposed by or adopted by ABC from time to time during the term of this Agreement and to provide medical services to the Practice Patients (which may include, without limitation, Medicare, Medicaid, and unreimbursed patients).

4.1.4 **Billing.** Physician hereby irrevocably assigns to ABC all of Physician's rights to receive payment for medical services provided by Physician under the Agreement and agrees to take any action required for ABC or ABC's independent billing contractor to:

- (i) bill patients for medical services provided by Physician;
- (ii) collect accounts receivable generated by such billings;
- (iii) receive payments from patients and from third party payors including, but not limited to, private insurance companies, Medicare, and Medicaid; and
- (iv) take possession of and have endorsed any notes, checks, money orders, insurance payments, and any other instruments received in payment of the accounts receivable generated by such billings.

For purposes of this Section 4.1.4, Physician grants ABC an irrevocable power of attorney to negotiate, enter into, and amend managed care contracts in the name of Physician. In the event a payor requires individual physicians to execute a managed care or other contract, Physician agrees to execute individually any such contract as directed by ABC.

ARTICLE V COMPENSATION AND BENEFITS

5.1 **Compensation.** Physician's compensation is set forth on Exhibit A.

5.2 **Benefits.** ABC's current listing of benefits is set forth on Schedule 5.2 attached hereto and incorporated herein by reference. ABC may add to or subtract from the listing of benefits from time to time at its discretion, by giving Physician written notice of such effect. ABC may update Schedule 5.2 from time to time at its discretion to reflect any changes in its benefits program. At all times during the term of this Agreement, Physician shall be entitled to at least the same benefits as all other physicians employed by ABC at the Practice, which currently include those benefits listed in Schedule 5.2.

5.3 **Dues, Licensure, and Subscriptions.** ABC shall reimburse Physician for dues, licensures and subscriptions as set forth on Exhibit A.

5.4 **Paid Time Off.** Physician shall be entitled to paid time off as set forth on Exhibit A. Accrued days off shall expire at the end of each calendar year and shall not carry over into the next calendar year. Days off must be approved by ABC in advance and are subject to ABC being able to adequately provide coverage for the Practice Patients.

ARTICLE VI TERM AND TERMINATION

6.1 **Term.** This Agreement shall be effective as of the Effective Date, and continue for an initial term of two (2) years from the Commencement Date, (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for one (1) year terms. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other.

6.2 **Termination by ABC for Cause.** Notwithstanding Section 6.1, ABC shall have the right to terminate this Agreement immediately at any time under any of the following circumstances:

- (a) Professional misconduct of Physician;
- (b) The filing of formal criminal charges against the Physician for a felony and/or any crime involving moral turpitude which in good faith opinion of ABC has had or may be expected to have a detrimental effect upon the reputation, character, or standing of ABC;
- (c) Physician's clinical privileges at Hospital are reduced, suspended or terminated, or Physician's license to practice medicine in the State of Florida is suspended or revoked;
- (d) Gross professional negligence by Physician;
- (e) Neglect of duty or violation of Hospital's or ABC's Bylaws, policies, rules or regulations by Physician;
- (f) Loss, revocation or suspension of Physician's right to prescribe controlled substances;
- (g) Any material breach of the terms of this Agreement by Physician, which material breach is not corrected by Physician within thirty (30) days after written notice thereof is given to Physician by ABC.
- (h) Physician's exclusion from participation in any state or federal Medicare or Medicaid program or any managed care program proposed or adopted by ABC;
- (i) Pursuant to Section 6.4;
- (j) Pursuant to Section 9.16.

6.3 **Physician's Right to Terminate for Cause.** Physician shall have the right to terminate this Agreement under any of the following circumstances:

- (a) ABC's material breach of any of the material terms or conditions of this Agreement, which material breach is not corrected by ABC within thirty (30) days after written notice thereof is given to ABC by Physician; or
- (b) Pursuant to Section 9.16.

6.4 **Death.** The term of this Agreement shall terminate on the date of the Physician's death, in which event compensation and benefits owing to Physician through the date of Physician's death shall be paid to his/her estate. ABC shall have no further obligation or liability to Physician or Physician's estate.

6.5 **Tail Insurance.** After termination of this Agreement, but prior to the expiration of any statute of limitations period which might apply to any acts or omissions of Physician during the term of this Agreement, ABC shall purchase a tail policy covering occurrences during the term of this Agreement as to which claims may then still be asserted. ABC shall pay 100% of the cost of the insurance required under this Section UNLESS this Agreement is terminated during its Initial Term by Physician without cause (pursuant to Section 6.1) or this Agreement is terminated by ABC during its Initial Term pursuant to Section 6.2 (a)-(h) inclusive, in which case Physician shall pay 100% of the cost for the tail insurance required under this Section. ABC shall have the right to withhold from Physician's final compensation any amounts Physician may owe for the cost of tail insurance under this Section. The obligations contained in this Section shall survive the termination of this Agreement.

ARTICLE VII INVESTIGATION OR EXCLUSIONS FROM A HEALTH CARE PROGRAM

7.1 **Representation and Warranty.** Physician represents and warrants that Physician is not under investigation or excluded from a state or federal health care program as of the Effective Date of this Agreement. Furthermore, Physician represents and warrants that no adverse action by the state or federal government that will or may result in exclusion from a state or federal health care program has occurred or is pending or threatened against Physician. Physician agrees that Physician shall not perform any act that shall cause Physician to be excluded or sanctioned from a state or federal health care program during the term of this Agreement.

7.2 **Notification Regarding Investigation or Exclusion.** In the event Physician is notified that he/she is the subject of a federal or state investigation, or in the event Physician becomes excluded from a state or federal health care program, Physician shall notify ABC within one (1) business day following Physician's receipt of notification of such investigation or exclusion.

ARTICLE VIII INDEMNIFICATION

8.1 **By Physician.** Physician shall indemnify, hold harmless, and defend ABC, its trustees, officers, successors and assigns, from and against any and all liabilities, costs, damages, and expenses (including, without limitation, attorney's fees and associated costs) resulting from or attributable to any acts or omissions of the Physician outside the scope of his/her employment

hereunder or which are otherwise not insured; provided, however, that such indemnification shall not include any consequential damages; further, to the extent that any such liabilities, costs, damages, or expenses are compensated for or covered by a policy of insurance (not including a policy of self insurance), Physician shall not be required to indemnify, hold harmless, defend, or reimburse ABC for same.

8.2 **By ABC.** ABC shall indemnify, hold harmless, and defend Physician and Physician's heirs and assigns, from and against any and all liabilities, costs, damages, and expenses (including without limitation, attorney's fees and associated costs) resulting from or attributable to any acts or omissions of ABC; provided, however, that such indemnification shall not include any consequential damages; further, to the extent that any such liabilities, costs, damages, or expenses are compensated for or covered by insurance purchased by or on behalf of Physician, ABC shall not be required to indemnify, hold harmless, defend, or reimburse Physician for the same.

ARTICLE IX MISCELLANEOUS

9.1 **Notices.** All Notices, requests or demands and other communications from any of the parties hereto to the others shall be sufficient and shall be deemed given, made or served, on personal delivery or seventy-two (72) hours after deposit with the U.S. Postal Service if sent by certified mail, postage prepaid, return receipt requested, to the other parties at the addresses set forth below, or at any other address as any party may later designate by written notice.

As to ABC: ABC Medical Group, LLC
1111 Example Lane
Orlando, Florida, 32814

Notice to Physician shall be delivered to his/her primary address or, if Physician is not then in practice, to his or her primary home address.

With a copy to: George F. Indest III, Esquire
The Health Law Firm
1101 Douglas Avenue
Altamonte Springs, Florida 32714

9.2 **Amendments.** Except as provided in Section 9.16, this Agreement may not be amended in whole or in part at any time except by a written instrument setting forth such changes and executed by all parties hereto.

9.3 **Binding Effect and Assignment.** No party shall have the right to assign this Agreement or delegate any of its responsibilities hereunder without the prior written consent of

the other party, provided, however, that ABC may assign this Agreement to another entity controlled by or under common control with ABC without Physician's consent. Subject to the foregoing, the Agreement shall be binding on and inure to the benefit of the Parties and their executors, administrators, respective successors and permitted assigns.

9.4 **Headings.** The headings contained herein are for reference only, are not part of this Agreement and shall have no substantive meaning.

9.5 **Dispute Resolution and Governing Law.** All disputes arising out of or related to this Agreement that cannot be resolved by the good faith cooperation of the parties shall be submitted to binding arbitration by the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service (ADRS) pursuant to its Rules of Procedure for Arbitrations, in Orange County, Florida pursuant to the Florida Arbitration Code. The parties shall endeavor to agree upon one arbitrator, but in the event the parties cannot agree on an arbitrator, each party shall select its own arbitrator and those two shall select a third. The arbitrator(s)'s decision shall be binding and final upon the parties and judgment may be entered thereon in the state or federal courts of Orange County, Florida in which both parties submit to jurisdiction and venue. Each party shall share equally in the payment of the fees and costs of the arbitrator(s). Each party shall bear its own cost of arbitration, but in the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator(s)'s award, or fails to comply with the arbitrator(s)'s award, the other party shall be entitled to the cost of the suit, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions. Nothing contained in this Section 9.5 shall operate to prohibit ABC from seeking injunctive relief as set forth in the Confidentiality and Non Competition Agreement.

9.6 **Entire Agreement.** This Agreement, together with the Schedules, sets forth the entire understanding between the parties relating to the transactions described herein, there being no terms or conditions other than those contained herein, and all prior agreements or understandings, whether written or unwritten, are superseded by this Agreement.

9.7 **Additional Assurances.** The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, that at the request of any party, the other parties shall execute such additional instruments and take such additional acts as are necessary to effectuate this Agreement.

9.8 **Severability.** If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

9.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.10 **Assignment of Patents and Copyrights.** Physician assigns to ABC any and all rights to any discovery, invention or other work product or trademarkable, patentable or copyrightable material, written, produced or published which (a) is the result of research carried on by Physician if a portion of the costs therefor is paid from ABC (or its corporate affiliates') funds or from funds under the control of or administered by ABC or its corporate affiliates, or (b) is created or produced by the Physician as a result of activities performed for or on behalf of ABC or its corporate affiliates, whether or not expressly directed, or (c) has been developed in whole or in part by utilization of ABC or its corporate affiliates' resources, facilities or personnel.

9.11 **Access to Books and Records.** Physician shall make available to the Secretary of Health and Human Services or the Comptroller General of the United States (or any of their duly authorized representatives), this Agreement including any amendments, and any books, documents and records that may be necessary to verify the nature and extent of the payments made by ABC to Physician under this Agreement. Access shall be limited to a period of four(4) years after the furnishing of the services provided under this Agreement and shall be in accordance with the written regulations established by the Secretary of Health and Human Services or the Comptroller General of the United States.

9.12 **Waiver.** Any waiver or consent from ABC with respect to any term or provision of this Agreement or any other aspect of Physician's conduct or employment shall be effective only if provided in writing and only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of ABC at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to any term or provision of this Agreement or any other aspect of Physician's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect ABC's right at a later time to enforce any such term or provision.

9.13 **Confidentiality.** Physician agrees to keep the terms of this Agreement confidential and will not disclose the contents of the Agreement, or any portion hereof, except as may be required by legal process or as may be necessary for the purpose of obtaining legal, financial, or tax advice and counsel.

9.14 **Attorney's Fees and Costs.** If either party commences a civil court action against the other to enforce any terms hereof or because of the breach by either party of any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to costs, expenses, and reasonable attorney's fees at both trial and appellate levels, incurred in connection with the bringing and/or defense of any such action.

9.15 **Fraud and Abuse Law.** The parties enter into the Agreement with the intent of conducting their relationship in full compliance with the applicable state, local and federal law, including the Medicare/Medicaid anti-fraud and abuse law. Notwithstanding any unanticipated effect of any provisions herein, neither of the parties will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse laws.

9.16 **Legal Developments.** This Agreement shall terminate immediately upon either party giving written notice to the other party in the event that counsel for such party determines in good faith that the execution and delivery or performance of this Agreement by such party, or the performance by such party of any provision hereof, or any matter contemplated hereby, either separately or in conjunction with other activities by such party, creates a significant risk of the party (or any affiliate) being deemed in violation of any legal or regulatory requirement applicable to such party (or any affiliate) (including, but not limited to, laws or regulations that may be applicable to such party (or any affiliate) by virtue of its participation in any third-party payment program or its tax-exempt status) as such requirement is interpreted by any agency or instrumentality of federal, state, or local government charged with enforcement of such requirement; provided, however, that if such determination applies only to certain provisions of this Agreement, such determination shall not affect the duty of the parties to perform the remaining provisions of this Agreement unless the failure to perform the affected provision would defeat the essential purposes of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the day and year first written above.

ABC MEDICAL GROUP, LLC

By: _____

Date: _____

PHYSICIAN

Jane Doe, D.O.

Date: _____

EXHIBIT A

1.1 **Employment.** The Commencement Date shall be August 1, 2013.

5.1 **Compensation.** ABC shall compensate Physician as set forth below. Appropriate withholdings and taxes will be deducted from all elements of compensation below.

1. **Signing Bonus.** ABC shall pay to Physician a Signing Bonus of \$50,000.00, with one half of the Signing Bonus being paid out in ten (10) monthly increments of \$2,500.00 each starting no later than thirty (30) days after the Effective Date, and the remaining half of the Signing Bonus being paid in one lump sum payable no later than thirty (30) days after the Commencement Date. Appropriate withholdings and taxes will be deducted from the Signing Bonus.
2. **Base Compensation.** During the first two (2) years of this Agreement, Physician will be guaranteed a Base Salary of at least \$170,000.00. Physician shall be eligible for Incentive Compensation as calculated by the ABC Practice Contribution Model ("PCM") described in Schedule 5.1 attached hereto. Appropriate withholdings and taxes will be deducted from the Base Salary.
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After year two, Physician shall be compensated solely according to the PCM. Appropriate withholdings and taxes shall be deducted from the compensation under the PCM.
3. **Quality Bonus.** If, during the term of this Agreement, Physician achieves certain quality parameters (including but not limited to PQRI, patient satisfaction and team goals), ABC shall pay to Physician a Quality Bonus of up to 5% of the Physician's Base Salary. Parameters for the Quality Bonus will be agreed upon in writing prior to the Commencement Date.
4. **Repayment Obligations.** If during the Initial Term of this Agreement, ABC terminates the Agreement for any reason set forth in Section 6.2 (a)-(h) inclusive, or Physician terminates this Agreement without cause, Physician shall repay to ABC the full amount of the signing bonus. The repayment shall be due no later than ninety (90) days after termination of Physician's employment.

5.3 **Dues, Licensure, and Subscriptions.** ABC shall reimburse Physician for necessary dues, licenses, and subscriptions. In addition, ABC shall reimburse Physician for CME expenses not to exceed \$3,000.00 per year.

5.4 **Paid Time Off.** During the first two years of Physician's employment under this Agreement, Physician shall have 26 days off per calendar year (whether for sickness, vacation, holidays or CME). In the third year of Physician's employment with ABC, Physician shall have 31 days off per calendar year (whether for sickness, vacation, holidays or CME).

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