

## EMPLOYMENT AGREEMENT

In consideration of the mutual promises and agreements of the parties to this Employment Agreement, as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Packard Community Clinic, Inc., a Michigan nonprofit corporation ("Employer") and \_\_\_\_\_, M.D. ("Employee") agree as follows:

1. **Employment.** Employee is hereby employed as a physician by Employer effective \_\_\_\_\_, 2007. Employee will perform her duties in accordance with the terms of this Employment Agreement and will accept such positions and assignments as the Medical Director of Employer may from time to time determine, including the diagnosis and treatment of patients assigned to her by Employer. Employee accepts said employment and agrees to devote her full time, attention and energies to the completion of the tasks assigned to her from time to time, to the full and complete satisfaction of Employer. Employee agrees that while this Employment Agreement is in effect, she will not be employed by any other employer, or be self employed, and that she will not provide medical services on behalf of any entity other than Employer unless the terms and conditions under which such medical services are to be provided are fully disclosed to, and approved in writing by, the Medical Director.

2. **Treatment of Patients.** Employee shall have complete control over the diagnosis and treatment of patients assigned to her and once a patient has been assigned to her, neither the Medical Director, the Board of Directors nor any other employee of Employer shall exercise any direct supervision or control over the individual treatment of the patient.

3. **Personal Conduct.** Employer depends for its support upon its patients and donors. Patient visits, patient referrals and donations result from Employer's positive reputation and image with its patients, referring physicians and other professionals, and the community at large. Accordingly, Employee agrees to refrain from conduct, both at work and outside of work, which tends to reflect negatively on the reputation and public image of Employer, which may negatively affect the ability of Employer to retain current patients, attract new patients or attract donations, or which may otherwise in the judgment of Employer's Medical Director reflect poorly upon the public image of Employee or Employer.

4. **Applicability of Employer Policies and Procedures.** Employer policies and procedures, including those set forth in Employer's employee manual, are applicable to Employee to the extent not inconsistent with the terms of this Agreement. Employee agrees to adhere to Employer's policies and procedures, as the same may exist from time to time. In the event of any inconsistency between a term of this Agreement and Employer's policies or procedures, the terms of this Agreement shall prevail. In addition, Employee agrees to cooperate fully with such performance reviews as may be scheduled by Employer.

5. **Term and Termination.** The initial term of Employee's employment hereunder shall be for one (1) year from \_\_\_\_\_. Employment and this Agreement shall continue from year to year thereafter unless terminated by Employer or Employee pursuant to this Agreement. Employer may terminate this Agreement and Employee's employment immediately,

and upon written notice from Employer to Employee, should Employee lose or suffer a material limitation upon her right to practice medicine in Michigan, lose her DEA license, lose hospital staff privileges, or be sanctioned by Medicare/Medicaid. Either party may terminate their employment relationship and this Agreement, with or without cause or reason, upon sixty (60) days written notice to the other party. The employment relationship established by this Agreement is "at-will," and the at-will nature of that relationship can be modified only by a subsequent written agreement signed by both Employee and Employer's Medical Director.

6. **Compensation and Benefits.** Employee's salary and benefits shall be determined by Employer's Medical Director. Written notification thereof, and of any modifications thereto, shall be provided by Employer to Employee. Employer shall procure and pay for medical malpractice insurance covering Employee with the same limits as the insurance procured for other physician employees. In the event Employee voluntarily terminates her employment or is terminated by Employer for cause, the cost of any malpractice tail insurance shall be paid by Employee. Should Employee's employment be terminated because of Employee's death or disability, or be terminated by Employer without cause, Employer will pay or reimburse the cost of a two (2) year, or longer at the option of Employer, malpractice tail insurance policy for Employee. Employee shall be eligible for participation in Employer's fringe benefit plans on the same basis as all other employees, including satisfaction of any eligibility requirements. Other fringe benefits shall be as determined by Employer's Medical Director, with written notification thereof to be provided to Employee.

7. **Employee Expenses.** Employer will pay or reimburse Employee for such costs and expenses as are typically paid or reimbursed for other physician-employees of Employer.

8. **Noncompetition and Nonsolicitation Covenants.** Employee acknowledges that in the course of her employment by Employer she will form patient relationships at Employer's expense and will be exposed to confidential and proprietary business information of Employer. Employee further agrees that it is reasonable and necessary for the protection of Employer's interests to obtain Employee's agreement not to jeopardize Employer's interests by competing with Employer. Employee therefore agrees that while employed by Employer and for a two (2) year period following termination of her employment, regardless of the circumstances of termination, she shall not, directly or indirectly, as principal, agent, member, employee, contractor, shareholder, owner or partner, do any of the following:

- a. Engage in the practice of medicine (except on a volunteer basis, without direct or indirect compensation, and for not more than ten (10) hours per week) on behalf of any healthcare provider with an office within five (5) miles of the office of Employer; or
- b. Contact or solicit, on behalf of herself or any healthcare provider other than Employer, any active patient of Employer or any individual who had been seen at Employer's office within two (2) years prior to the date of employment termination; or
- c. Solicit any employee of Employer to leave his or her employment.

Employee recognizes that her violation of the terms of this section would cause irreparable harm to Employer for which monetary damages would not provide adequate compensation, and she therefore agrees that Employer shall be entitled to injunctive relief against any actual or threatened violation, in addition to such other relief as may be available to Employer.

9. **Prohibition Against Assignment.** Only Employee is employed pursuant to this Agreement. Her rights under this Agreement belong only to her individually, and may not be assigned by her or by any representative or successor, to anyone else whatsoever. This Agreement shall terminate immediately, and without further notice, should anyone other than Employee attempt to exercise any of her rights hereunder.

10. **Governing Law and Jurisdiction.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Michigan. Any action brought by either party related in any way to this Agreement or Employee's employment hereunder shall be brought only in a state or federal court of appropriate venue sitting within the State of Michigan. The parties hereto agree and consent to the personal jurisdiction of such courts to hear any such action.

11. **Non-Waiver.** Any failure of Employer to insist upon Employee's performance of a term or condition of this Agreement shall not be construed as a waiver of Employer's right to insist upon enforcement as to prior or subsequent failures.

12. **Interpretation and Application.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. If any provision which would otherwise be invalid or unenforceable could be saved in whole or in part by interpreting or applying said provision in a manner more narrow than otherwise might appear from the language thereof, the parties hereby authorize any court which may be called upon to interpret this Agreement to narrow the interpretation of any such provision to the minimum extent necessary to allow its enforcement. This Agreement embodies the mutual desires and intentions of the parties. It has been reduced to writing by Employer as an accommodation to both parties. It shall not be interpreted more strongly against one party than against the other because of the identity of the draftsman.

13. **Effective Date.** This Agreement shall be effective as of the latest date signed by a party.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, and merges and supersedes all prior discussions, negotiations and writings between the parties. It may be amended or revoked at any time by a written agreement signed by both parties. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Employee and Employer.

PACKARD COMMUNITY CLINIC, INC.

a Michigan Nonprofit Corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Raymond Rion, M.D.

Its: Medical Director

EMPLOYEE:

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Insert Employee Name], M.D.

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