

## EMPLOYMENT AGREEMENT

### 1. The Parties.

This is an Employment Agreement between \_\_\_\_\_ O.D. (Employee) and \_\_\_\_\_ a professional corporation, (Employer).

### 2. Term.

This Agreement is for a \_\_\_\_-year term, beginning on \_\_\_\_\_ 2007, and ending \_\_\_\_\_, 200\_\_.

### 3. Employee Responsibilities.

Employee will perform the duties of a licensed optometrist. The duties of a licensed optometrist include but are not limited to diagnostic interview examinations, evaluations, telephone consultations, preparation of clinical reports and charting of individual patient optometric records; providing in-service education of staff; and providing other health services or procedures as requested from time to time by the Employer, providing on-call services, attending staff meetings, and all related travel, record keeping, charting and other services related to the services described above. All services will be provided in a manner that meets or exceeds the community standard of practice.

3.1 Employee will work the following workweek:

3.2 Employee will work at the following location(s):

3.3 Employee will be on call as follows:

3.4 Employee agrees to abide by all policies and procedures of Employer, including office policies and scheduling policies, except as modified in this Agreement. In addition, Employee agrees as follows:

a. Employee will maintain a valid license to practice optometry in \_\_\_\_\_ at all times during this Agreement, and will provide a copy of this license at the beginning of this Agreement, at least annually thereafter, and upon request.

b. Employee will notify Employer within two days of any matter pending or under investigation before any state Board of Optometric Practice, any credentialing committee or any professional society, which, if shown to be true, could affect Employee's license to practice optometry.

c. Employee will obtain or keep the following credentials during the term of the Agreement.

d. Employee will not be convicted of a felony or other crime affecting the optometrist's fitness to practice optometry.

e. Employee assigns all revenues from billings for services performed for Employer.

f. Employee agrees he/she will not during the term of this Agreement acquire any business interest or relationship that would constitute a violation of state or federal fraud and abuse laws, or any other regulation governing the business relationships of optometrists that is adopted during the term of this Agreement.

3.5 Employee acknowledges that failure to meet any of these conditions may be grounds for immediate termination of this Agreement.

#### **4. Employer Responsibilities.**

Employer will provide:

4.1 Office space, phones, supplies, instruments, pagers, and support staff, reasonably necessary to practice optometry.

4.2 Employer will do all billing and receivable collections.

4.3 Employer will provide a performance evaluation within the first three months of employment and then annually thereafter with additional reviews as deemed necessary in the opinion of Employer.

#### **5. Compensation.**

5.1 Employee will initially be paid as follows:

5.2 Following the successful completion of \_\_\_\_\_ year(s) of employment, Employee will be compensated as follows:

5.3 Employee will be eligible for benefits offered by Employer to its Employees from time to time. The benefits available on the date of this Agreement are as follows:

a. Family health insurance coverage and dental coverage

b. Short-term and long-term disability insurance

c. An allowance of up to \$\_\_\_\_\_ per employment year for continuing education costs, professional dues and memberships, and licensure fees, to be prorated for any partial year of employment;

d. Paid vacation/Paid Time Off of \_\_\_\_\_ days per employment year.

e. Other: Benefits in this paragraph are (are not) prorated for partial years of employment. These benefits may change from time to time without notice. This general description of benefits does not create a contract to provide benefits exactly as described.

## **6. General and Professional Liability Insurance.**

Employer will provide professional liability insurance for Employee in the amount of at least \$1,000,000/\$3,000,000. If Employee leaves employment during the first two years of employment. Employee will be responsible for providing his or her own "tail" coverage. If employee leaves after two full years of employment, "tail" coverage or an extended reporting endorsement will be paid by Employer as follows:

During year three: 25%

During year four: 50%

During year five: 75%

After five years: All

## **7. Non-Compete.**

Employee agrees that for one year after leaving the company Employee will not become a shareholder, member, owner, Employee or manager of a competing organization that provides optometric services within a five-mile radius of the location(s) where Employee regularly provided services. Employee also agrees that for the period of one year following termination of this Agreement, that Employee will not provide optometric services to patients or former clients of Employer, or solicit patients or former patients of Employer unless Employee already provided the patients optometric services prior to the effective date of this Employment Agreement. If Employee breaches this paragraph, Employee agrees to pay the sum of \_\_\_\_\_ as liquidated damages and will pay Employer's attorneys fees in enforcing this Agreement. Employee agrees that Employer's remedies at law may be inadequate, and agrees that Employer may seek injunctive relief to prevent breach of the non-compete Agreement.

## **8. Non-solicitation.**

Employee agrees that he will not solicit patients of Employer directly or indirectly for one year after separation from Employer. Employee agrees that this entire paragraph survives the termination of this Agreement.

## **9. Confidentiality.**

Employee agrees that when Employee leaves employment, Employee will not take any patient lists or confidential materials with him, and agrees to return all of Employer's

property to Employer prior to the end of his/her employment, and agrees to pay Employer's attorney's fees and costs in enforcing this confidentiality Agreement.

## **10. Termination.**

This Agreement may be terminated by either party before the end of the term, with or without cause, by giving 60 days written notice. In addition, this Agreement will terminate immediately if any of the following happen:

- a. Death of Employee;
- b. Disability of Employee that prevents Employee from performing his/her duties for a period of more than two calendar months;
- c. Revocation, suspension or placing of conditions on Employee's license to practice optometry by any jurisdiction;
- d. Expulsion, suspension or imposition of discipline or conditions on Employee's membership by any professional organization or optometric facility for any reason other than non-payment of dues;
- e. Resignation of Employee from any organization while under investigation or threat of discipline;
- f. Employee is convicted, pleads guilty or enters a plea of nolo contendere to any crime punishable as a felony or involving moral turpitude or immoral or unethical conduct;
- g. Employee is prohibited, for cause, from participating as a provider of services in any program or indemnity arrangement maintained by a private or governmental third-party payer upon which Employer relies, including but not limited to Medicare and Medicaid.
- h. Employer is unable to obtain, at reasonable rates, adequate professional liability insurance coverage or health insurance coverage for both Employer and Employee;
- i. Failure to perform duties in a manner satisfactory to Employer; or
- j. Insolvency or bankruptcy of Employer.

## **11. Other Employment.**

Employee may not provide optometric services that interfere with, detract from, or otherwise adversely affect the quality of services Employee provides to patients of the

Employer. Employee will not divert business from Employer by providing independent services to any individual patient or facility.

## **12. Optometric Records.**

Employee agrees that all records created in the course of employment are the property of Employer and will remain with Employer both during and after employment. After employment is terminated, Employer will provide Employee with reasonable access to records necessary for Employee to defend claims concerning Employee's practice during employment. This includes claims asserted by patients, the Board of Optometric Practice, insurers and payers.

## **13. Ownership of Research and Writing.**

Employee will retain ownership of any research, books, publications or other materials generated during the course of employment.

## **14. Resolving Disputes.**

Any matters concerning this Agreement that the parties cannot resolve themselves will be resolved through Arbitration, using the rules of the American Arbitration Association. Costs and attorneys fees will be awarded to the prevailing party.

## **17. Miscellaneous Provisions.**

- a. This Agreement will be construed under the laws of \_\_\_\_\_.
- b. If any portion of this Agreement is found to be invalid, the remainder of this contract will be valid.
- c. Captions are for convenience only, and do not alter the meaning of the Agreement.
- d. Failure to require strict compliance with the terms of this Agreement will not be considered a waiver or modification of this Agreement.
- e. This is the entire Agreement between the parties regarding Employee's employment, and it may be only amended by a written Agreement signed by both parties. If there is a conflict between this Agreement and the Employer's personnel or other policies, this Agreement will govern.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Employee: \_\_\_\_\_ O.D.

Employer: \_\_\_\_\_

SAMPLE