































**Attachment A to Employment Agreement**

1. Physician has been employed, along with Dr. Firstname Lastname (collectively, "Physicians"), to practice Radiation Oncology (the "Specialty") and to assist in the development of the integrated cancer center program at Hospital Medical Center ("Medical Center").
2. Physician will spend at least 40 hours per week, exclusive of vacation/continuing medical education/sick leave, providing patient care and various academic and administrative services, as shall be as mutually agreed to by the Physician and the Medical Director, and will maintain a medical office open for patient visits with a mutually agreed upon schedule.
3. Salary for Physician, based upon the fair market value of the anticipated services to be provided, will be \$425,000.00 per annum (pro-rated for any portion of a year). In addition, Physician shall be entitled to receive incentive based bonus compensation. To the extent that the Physicians' aggregate, combined wRVUs for any contract year exceeds 13,500 wRVUs, each Physician shall be entitled to a bonus of \$50,000.00. To the extent that the Physicians' aggregate, combined wRVUs for any contract year exceeds 15,500 wRVUs, each Physician shall be entitled to a bonus of \$100,000. To the extent that the Physicians' aggregate, combined wRVUs for any contract year exceeds 16,500 wRVUs, each Physician shall be entitled to a bonus of \$125,000.
4. Physician shall be entitled to up to 25 working days (prorated based on FTE level and partial calendar year) of combined vacation and continuing medical education ("CME") leave, at such times as the Hospital and Physician shall mutually agree. Physician may carry over up to 25 days of vacation and CME to the following year. There shall be no pay-out of unused vacation and CME on termination of this Agreement.
5. Sick Leave/Short-Term Disability shall follow the policy of Medical Center.
6. The maximum annual reimbursement for continuing medical education and legitimate business expenses is \$6,000 (prorated based on FTE level and partial calendar year).
7. MONTH, DAY, YEAR, shall be the "Effective Date."
8. The geographic radius of the non-compete covenant is 20 miles.

The parties have executed this Agreement as of the date set forth above.

HOSPITAL MEDICAL CENTER

By \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_

PHYSICIAN

By \_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Commented [GM14]:** SO (it appears that you would be capped out at about a combined \$1.1 million (\$550K per MD). Not inconceivable, that you both could combine to see 30+ patients per month and in turn generate above 16,500 wRVUs per year...you look to be capped from an income standpoint. I would suggest you all are paid an additional \$25,000 each for every 1000 unit increase in w RVUs above a combined total of 16,500 (e.g. 17,500 combined wRVUS = \$25,000 additional bonus on top of previously attained \$125 bonus...)

**Commented [GM15]:** Your attorney should give you guidance on this reasonableness applied to NY metro area...Are you comfortable with it? In other words, could you practice somewhere in the city within a reasonable home commute from your perspective?

**Commented [GM16]:** Only other suggestion might be - IS there any other agreement that would call for you all to be Medical Director for the R.O. dept? Responsibilities inside a Medical Director Services Agreement (MDSA) could include the overall safety of the department...I can share a sample of a MDSA if you would like? Might not be something you want to bring up this late in the discussions....likely compensation would be around \$50K per year.