PHYSICIAN LETTER OF INTENT

Date: _________________

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RE: ______________________

Dear __________________________,

This Letter of Intent is intended to further the negotiations between __________________________ (the "Employer") and __________________________ (the "Physician") and represents the basic terms of employment. This Letter of Intent is non-binding and not meant to represent a formal contract but instead relays the terms from which an employment agreement (the "Agreement") can be negotiated in good faith. Nothing in this document should be interpreted as legally obliging either party to enter into an employment agreement.

1. **TERM**. Employment shall commence on _________________ and end: (check one)

   ☐ - On the date of _________________.
   ☐ - Other: ____.

   If either party wishes to terminate this Agreement, termination must be made with at least _____ days' notice.

2. **DUTIES AND RESPONSIBILITIES**. The Physician agrees to provide the following Service(s):

3. **WORKING HOURS**. Working days and hours shall be _____ days per week, _____ hours a day.

4. **COMPENSATION.** Base salary under the Agreement would be in the amount of $_______________________ per year. A sign-on bonus of $___________________ will be provided upon the execution of an Agreement.

   The Employer agrees to reimburse the Physician for the following expenses: (check all that apply)

   ☐ - Relocation costs (up to $________________________).
   ☐ - Temporary housing (up to $_______________________).

5. **BENEFITS**. Physician would be eligible to receive ______ days paid vacation. Physician will be entitled to participate in a ☐ 401(k) retirement plan, a ☐ profit-sharing agreement, or ☐ other benefit plan (listed below).

   Other Benefits:

6. **INSURANCE.** Employer agrees to the following insurance coverage: (check all that apply)

   ☐ **Liability Insurance**. Employer shall provide professional liability insurance coverage for patient care services performed by the Physician within the scope of the Physician's duties and licenses under the Agreement. The liability insurance coverage shall be no less than $_________________ per occurrence and $_________________ aggregate.

   ☐ **Health Insurance**. Medical and Hospitalization Insurance coverage shall be paid in full by the Employer for the Physician and their family.

   ☐ **Dental Insurance**. Paid for in full by the Employer for the Physician and their family.

   ☐ **Life Insurance**. Term life Insurance coverage in the amount of $_________________. Included with the life insurance is Accidental Death & Dismemberment Insurance, which also carries a separate $_________________ coverage limit.

   ☐ **Long Term Disability Insurance**. Physician shall be entitled to _____% of their basic monthly salary herein established during any period of sick leave or disability after a _____ day waiting period.

7. **CME/PROFESSIONAL MEETINGS**. Physician shall be entitled to attend continuing medical education courses, seminars, and professional meetings as may be

required to maintain Physician's license and board certification or to maintain Physician's technical sufficiency. The Employer shall provide Physician with a $________________ CME allowance and $________________ for professional meetings.

8. **CONFIDENTIALITY**. All negotiations regarding the employment contract between the Employer and Physician shall be confidential and are not to be disclosed with anyone other than respective advisors and internal staff of the parties and necessary third (3rd) parties.

9. **EXCLUSIVE OPPORTUNITY**. After the execution of this Letter, the parties agree to not negotiate or enter into discussions with any other party unless there are existing agreements in place.

10. **NON-COMPETE**. During the term of the Agreement, and for _____ years following termination or expiration of the Agreement, Physician would agree not to compete with, or enter into a contractual relationship with, a health care provider or health system in competition with ___________________. However, the non-competition provision would not preclude Physician from independently establishing a private medical practice.

11. **ADDITIONAL TERMS AND CONDITIONS**.

12. **GOVERNING LAW**. This Agreement shall be governed under the laws in the State of ________________.

13. **ACCEPTANCE**. If the aforementioned terms are agreeable, please sign and return a duplicate copy of this Letter by no later than ________________.

14. **SIGNATURES**.

Employer Signature: ___________________________ Date: ________________

Print Name: __________________________

Physician Signature: ___________________________ Date: ________________

Print Name: __________________________