**PHYSICIAN LETTER OF INTENT**

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**RE: Employment Agreement**

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

This Letter of Intent is intended to further the negotiations between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Employer] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [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 can be negotiated in good faith. Nothing in this document should be interpreted as legally obliging either party to enter into an Employment Agreement.

**I. Term:** The term of employment shall be for \_\_\_\_\_\_ years, \_\_\_\_\_\_ months unless extended in writing by both Parties. The Parties ☐ - Shall ☐ - Shall Not have rights to terminate the Employment Agreement. If the Parties have the right to terminate this Agreement, termination must be made with \_\_\_\_ days’ notice.

**II. Working Hours**. Working days and hours shall be \_\_\_\_ days per week, \_\_\_\_ hours a day.

**III. 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 Employment Agreement. Employer ☐ - Shall ☐ - Shall Not assume the Physician’s relocation costs (up to $\_\_\_\_\_\_\_. The Employer Parties ☐ - Shall ☐ - Shall Not reimburse payment for temporary housing (up to $\_\_\_\_\_\_).

**IV. 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:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**V. Insurance.** Employer agrees to the following insurance coverage:

☐ **Liability Coverage 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 Employment 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 his/her basic monthly salary herein established during any period of sick leave or disability after a \_\_\_\_\_\_ day waiting period.

**VI. 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.

**VII. Confidentiality**: All negotiations regarding the Employment Contract between the Employer and Physician shall be confidential and is not to be disclosed with anyone other than respective advisors and internal staff of the parties and necessary third (3rd) parties.

**VIII. Exclusivity**: Following the execution of this Letter of Intent, the parties agree to not negotiate or enter into discussions with any other party unless there are any existing agreements in place.

**IX. 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.

**X. Additional Provisions:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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It shall be construed that all parties involved intend to negotiate the above provisions in good faith and, upon reaching an agreement, enter into a binding employment contract regarding these matters. If the above terms are agreeable and you desire to continue negotiation, please sign and return an executed copy of this letter of intent.

Sincerely,

Employer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

I have read the above Letter of Intent and hereby agree to the terms contained herein. I understand that my signature on this letter is non-binding,

Physician Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physician Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_