

**EMPLOYMENT CONTRACT CHECKLIST**

[Rev. Feb. 27, 2007]

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KEY WORDS: EMPLOYMENT CONTRACT

[PART I][PART II][PART III]

Copy needed provisions from form documents to a new document; search for [] for opts, etc.

**PART I - 485655**

[A1] **INTRODUCTION**

NAME OF EMPLOYEE: \_\_\_\_\_

DATE OF CORPORATION: \_\_\_\_\_

Title of Employer if other than "Corporation:" \_\_\_\_\_

Title of Employee if other than "Employee:" \_\_\_\_\_

\_\_\_\_OPT: Contract is with an entity rather than an individual - use word "Contractor" instead of "Employee" - replace throughout contract. Where provisions would apply to an individual (such as license to practice, death, disability, termination reasons, etc. use term "[professional] employees of the Contractor." See Northland Anesthesiology, Inc. for examples.

Employee will \_\_\_\_practice \_\_\_\_\_; OR \_\_\_\_engage in business of \_\_\_\_\_

**TERM OF CONTRACT:**

1. If other than on date of execution, specify date: \_\_\_\_\_

2. If for set period of time, specify date of termination: \_\_\_\_\_

[A2] \_\_\_\_Contingent Upon:

\_\_\_\_License to Practice \_\_\_\_\_ in \_\_\_\_\_ (State)

\_\_\_\_Eligibility for board certification in specialty

Name specialty: \_\_\_\_\_

\_\_\_\_Acceptance by corporation's malpractice carrier.

\_\_\_\_Acceptance on staff of Hospitals

\_\_\_\_Credentialing with third party payors that patients of Corporation use.

\_\_\_\_Execution and closing of Stock Purchase Agreement

\_\_\_\_All hospitals serviced by Corp. OR

\_\_\_\_Name hospitals\_

\_\_\_\_Other Contingencies \_\_\_\_\_

[A3] \_\_\_\_Nullification Prior to Employment Date \_\_\_\_\_

(if not licensed, member of required organization, US Citizen, etc.)

[A4] \_\_\_\_Automatic renewal (Use only if Term states end date; Renew unless written notice given

\_\_\_\_\_ days before expiration date).

[A4.1] \_\_\_\_After becomes shareholder, contract identical w/other shareholders

[A5] \_\_\_\_Option to extend [formula for compensation similar to B8]

\_\_\_\_ days advance notice to extend for additional year w/same monthly salary; entitled to bonus for period \_\_\_\_\_ thru \_\_\_\_\_; thereafter monthly "recoupment bonus" if earned.

**SALARY/COMPENSATION PROVISIONS: (STANDARD)**

[B1] \_\_\_\_ Annual salary of \$ \_\_\_\_\_ (monthly installments).

[B2] \_\_\_\_ Monthly salary of \$ \_\_\_\_\_.

[B3] \_\_\_\_ Base Salary of \$ \_\_\_\_\_ per \_\_\_\_ (mo/yr), plus add'tl comp as set forth in Shareholders' Agreement

[B4] \_\_\_\_ Graduated salary: \_\_\_\_Dollar amount; or \_\_\_\_Percentage of salary paid to: highest paid \_\_\_\_employee; \_\_\_\_shareholder-employee; \_\_\_\_other: \_\_\_\_\_.

Year 1: \$ \_\_\_\_\_ OR \_\_\_\_% of salary paid to type of employee shown above

Year 2: \$ \_\_\_\_\_ OR \_\_\_\_% of salary paid to "

Year 3: \$ \_\_\_\_\_ OR \_\_\_\_% of salary paid to "

Year 4: \$ \_\_\_\_\_ OR \_\_\_\_\_% of salary paid to “  
NOTE: Above figures include bonuses? \_\_\_Yes \_\_\_No

[B5] \_\_\_ Compensation based upon Collections [ \_\_\_ cash receipts or \_\_\_ billings] less common, direct and indirect expenses.

\_\_\_ OPT: Production formula applicable only to “ \_\_\_\_\_-employee”

\_\_\_ OPT: Production formula applicable only to full time

\_\_\_ OPT: based upon a six-month average

\_\_\_ OPT: Advance Against Comp. Earned \$ \_\_\_\_\_ per mo.; OR \_\_\_ may be paid as agreed

\_\_\_ OPT: Capitation contract provision (Use B12.2 below)

mark list of expenses below:

[B5 continued]

\_\_\_ MARK HERE IF COMMON EXPENSES ONLY ARE DEDUCTED.

**Common** expenses (mark with “c” on list below) shared:

\_\_\_ equally among \_\_\_\_\_-employees; or \_\_\_ other \_\_\_\_\_

**Indirect** (variable) expenses (mark with “i” on list below) shared:

\_\_\_ equally among \_\_\_\_\_-employees; or \_\_\_ other \_\_\_\_\_

**Direct** expenses (mark with “d” on list below) - charged to employee individually:

**Indicate “c”, “i” or “d” on each applicable expense:**

\_\_\_ accounting

\_\_\_ advertising

\_\_\_ automobile depreciation

\_\_\_ automobile expenses

\_\_\_ business entertainment

\_\_\_ cellular phone

\_\_\_ collection expense

\_\_\_ computer

\_\_\_ purchase

\_\_\_ maintenance

\_\_\_ depreciation

\_\_\_ rental

\_\_\_ compensation: \_\_\_ owners \_\_\_ staff

\_\_\_ continuing education (travel, tuition, meals, lodging): \_\_\_ owners \_\_\_ staff

\_\_\_ credit card fees

\_\_\_ dues: \_\_\_ owner \_\_\_ staff

\_\_\_ equipment

\_\_\_ purchase

\_\_\_ maintenance

\_\_\_ depreciation

\_\_\_ rental

\_\_\_ furniture

\_\_\_ purchase

\_\_\_ maintenance

\_\_\_ depreciation

\_\_\_ rental

\_\_\_ fringe benefits (other than insurance): \_\_\_ owners \_\_\_ staff

\_\_\_ insurance

\_\_\_ disability insurance: \_\_\_ owners \_\_\_ staff

\_\_\_ health insurance: \_\_\_ owners \_\_\_ staff

\_\_\_ life insurance: \_\_\_ owners \_\_\_ staff

\_\_\_ key man insurance

- casualty insurance
- general liability insurance
- malpractice insurance
- property insurance
- workers' compensation insurance
- other insurance \_\_\_\_\_
- interest expense
- laundry expense
- legal expense
- licenses & permits
- marketing
- membership in hospitals & insurance plans
- miscellaneous (bank charges, bottled water, medical waste)
- office rent
- outside lab & radiology services
- outside transcription services
- pager
- professional business expense:  owners  staff
- professional dues & fees:  owners  staff
- retirement plan:  owners  staff
- staff recruitment
- subscriptions
- supplies
  - office and administrative supplies (stationery, stamps, etc.)
  - lab and x-ray supplies
  - medical supplies
  - postage and printing
- taxes
  - income taxes
  - state franchise taxes
  - personal property taxes
  - social security/medicare - owners
  - social security/medicare - staff
- expense of repurchasing an owner's interest
- other expenses: \_\_\_\_\_

**Calculation:**

- long (with a/r in existence on effective date to be attributed to other shareholders).
- short - STD
- OPT: Corp. may reclassify expense categories.
- OPT: Common Expenses Only
- OPT: If Net collections is negative number, difference a debt by Employee to Corp.

[B5.1]  Compensation Formula w/categories Income, Expense, Working Capital (as in LFPC)

Formula applicable to "                    -Employees"

Monthly Advance \$                      OR  May receive advance - amount not stated

**Income Factors**

- Net Collected Physician-Encounter Revenue allocated to each  -Employee.
- Net Collected Revenue from Ancillary Services by all employees (as defined in Stark II),  
allocated same as Physician-Encounters
- including or  not including, Capitation Revenue
- " " " from Nurse Practitioner & Physician Assistant Revenue allocated to:

Named  -Employees: \_\_\_\_\_  
 Equally to  -Employees who utilize NP's and PA's  
 " " " from services by Non-Director Physicians  
 allocated equally to  -Employees, OR  
 allocated to  -Employees based on their Net Collected Revenue %  
 " " Capitation Revenue (including incentive, withhold, etc) allocated to  -  
 Employees for whom payments were made, based on patients assigned to that Employee.

**Expenses -MARK COMMON, DIRECT AND VARIABLE EXPENSES ON LIST UNDER [B.5 ABOVE]**

OPT: Shall be standard procedure to allocate any expense that can be allocated as direct expense as a direct expense.

OPT: Expenses of  Nurse Practitioners and/or  Physicians Assistants (comp, insurance, taxes, fringes, etc) allocated equally to [Names: \_\_\_\_\_] and hereafter to any  -Employee who utilizes them. OR  simply to any  -Employee who utilizes them.

**Working Capital-** working capital, determined annually by Corp., pro-rated and subtracted from each  -Employee's comp.

[B6]  Type "A" - after becoming shareholder, compensation pursuant to Shareholders' agreement (additional paragraph to be added to other section on compensation)

[B7]  Salary by Production Formula based upon Billings less Write-Offs (over 120 days old) - 12 month rolling average.

\*NOTE: INDICATE "Direct" expenses with "d" on list under option B4 above.

OPT: Capitation contract provision (Use B12.2 below)

OPT: Corp. may reclassify expense categories

[B8]  Compensation =  % productivity +  % prorata share of fees.  
 Subtract overhead?  Yes  No

OPT: Capitation contract provision (Use B12.2 below)

[B9]  Compensation = set monthly salary + monthly bonus by formula.

Established base salary: \$ \_\_\_\_\_ per  month OR  year

Salary paid:  Monthly  Bi-Monthly  Other: \_\_\_\_\_

[Gross billings, less uncollectible accounts, times 40% = "net billings". Bonus = amount by which "net billings" exceeds base salary.]

Date when eligible to receive first bonus: \_\_\_\_\_ (payment made 4 months later)

[B10]  Comp. = to greater of stated amount or percentage of Collections Attributable to Employee:

1st year: \$ \_\_\_\_\_ OR \_\_\_\_\_ % of collections

2nd year: \$ \_\_\_\_\_ OR \_\_\_\_\_ % of collections

3rd year: \$ \_\_\_\_\_ OR \_\_\_\_\_ % of collections

4th year: \$ \_\_\_\_\_ OR \_\_\_\_\_ % of collections

Additional Option - Compensation not to exceed that of name/s: \_\_\_\_\_

[B11]  Compensation as determined in Shareholders' Agreement

[B12]  All Shareholder-employees equal salary if working equally (amount not stated)

[B12.1]  Compensation generally equal for describe: \_\_\_\_\_ -employees, except for extraordinary business expenses.

[B12.2]  Allocation of Third Party Payer Payments (such as health insurance capitation contract).

\*\*USE WITH PRODUCTION FORMULA (50% to Corporation; 50% to Employee)

OPT: Employee to receive monthly report

[B12.3]  \_\_\_\_\_ Salary/\_\_\_\_\_ Compensation (mark one) not to exceed average of shareholder-employees

[B13]  Future changes in salary to be decided by Corp. and reflected on attached Exhibit to Contract.

[N1] Exhibit for ongoing changes

[N2] Exhibit w/signature block for each change

[B14]  [Non-Professional] All services rendered are billed and collected by corporation.

- [B15]\_\_\_\_\_ [Professional] All fees from prof. work are property of Corp.  
 [B16]\_\_\_\_\_ [Drs. Opt] Payment of Compensation contingent on completion of paperwork (doctors).  
 [B17]\_\_\_\_\_ [Drs. Opt] Reduction of Salary for Low Production (new 2-05)  
 [B18]\_\_\_\_\_ [Drs. Opt-add to end of salary/comp provision] Leave w/o pay for disability; production pay if disabled but can work (new 3-05).

**BONUS PROVISIONS:** (OPTIONAL)

- [C1]\_\_\_\_\_ Discretionary bonus - as determined by Corp (May be used for any employee; including multi-shareholder if other shareholders not considered in computation of bonus)
- [C2-6] Multi-Shareholder Discretionary amount set aside for bonus, as determined by Corporation, to be divided (indicate one of following OPTIONS).  
 Bonus Divided:  
 \_\_\_\_\_[C2] Equally among Shareholders; \_\_\_prorated for less than 12 months work.  
 \_\_\_\_\_[C3] Proportionate to Salary  
 \_\_\_\_\_[C4] Based on Productivity; collections (short form)  
 \_\_\_\_\_[C5] Bonus & Salary Based on Productivity; fees collected  
 \_\_\_\_\_prorated for less than 12 months work.  
 \_\_\_\_\_[C5.1] Bonus based upon Productivity (Fixed salary not dependent on production)  
 \_\_\_\_\_prorated for less than 12 months work.  
 \_\_\_\_\_[C6] Advance bonus a debt? \_\_\_Yes \_\_\_No  
 \_\_\_\_\_OPT: Right to inspect records re determination of bonus
- [C7]\_\_\_\_\_ Bonus = \_\_\_% of Collections Attributable to Employee's Work Which Exceed \$\_\_\_  
 OPT: Up to maximum of \$\_\_\_\_\_;  
 OPT: Plus \_\_\_% of collections exceeding \$\_\_\_\_\_  
 \_\_\_\_\_ INCLUDING retirement plan contributions; OR  
 \_\_\_\_\_ REDUCED BY retirement plan contributions  
 \_\_\_\_\_OPT: Employee also receives \_\_\_\_\_% of Corp's Net Cash Receipts Attributable to Employee's Work in excess of \$\_\_\_\_\_ per year.  
 \_\_\_\_\_ INCLUDING retirement plan contributions; OR  
 \_\_\_\_\_ REDUCED BY retirement plan contributions  
 \_\_\_\_\_OPT: Right to inspect records re determination of bonus
- [C7.1]\_\_\_\_\_ Bonus Based on **Total Collections of Corporation**  
 1st yr: \_\_\_% of collections in excess of \$\_\_\_\_\_;  
 2nd yr: \_\_\_% of coll. in excess of \$\_\_\_\_\_.  
 \_\_\_\_\_ INCLUDING OR \_\_\_ REDUCED by retirement plan contributions.  
 \_\_\_\_\_OPT: Right to inspect records re determination of bonus
- [C8]\_\_\_\_\_ Bonus Equal to Total of Certain Factors (i.e.benefits paid for others during year):  
 \_\_\_\_\_Separate Paragraph OR \_\_\_Add on to Option selected above  
 \_\_\_\_\_ amounts paid for life insurance for other party;  
 \_\_\_\_\_ amounts paid by Corp. for ret. plans other party;  
 \_\_\_\_\_ 50% of bonuses paid during year for Emp. & Others;  
 \_\_\_\_\_ Pay diff.between larger & small bonuses rather than paying total amount of each bonus;  
 OR\_\_\_\_\_ Other (describe)\_\_\_\_\_  
 \_\_\_\_\_OPT: Right to inspect records re determination of bonus
- [C9]\_\_\_\_\_ Excess Bonus Payments (Advance Bonus a Debt to the Corporation if larger than Employee is entitled.)
- [C10]\_\_\_\_\_ Signing Bonus of \$\_\_\_\_\_ payable at signing contract.  
 \_\_\_\_\_ if employee does not report to work or quits before \_\_\_\_\_ months of employment, entire amount due back to Corporation w/interest at \_\_\_ 1% + Wall Street Journal prime rate or \_\_\_%.

**PART II - 485656**

**OPPORTUNITY TO BECOME SHAREHOLDER: (OPTION)**

- [D1]  Type "A" (w/advance signing of shhs agr & stock purchase agr)
  - If contract is continued beyond \_\_\_ year(s), employee may become equal shareholder
  - OPT: must be board certified to become shareholder
  - OPT: shareholder status no earlier than \_\_\_\_\_
  - Contigent on \_\_\_renewal of emp contract; or \_\_\_new employment contact
  - Other: \_\_\_\_\_
- [D2]  STANDARD:
  - If contract is continued beyond \_\_\_ year(s), employee entitled to become equal shareholder.
  - Other \_\_\_\_\_  
price to be agreed upon, payments over \_\_\_ years with first payment due \_\_\_\_\_ and last payment due \_\_\_\_\_; contingent upon revised or new contract, signing of shhs agr & agreement on fair market value of stock, and Corporation's determination appropriate to issue.
- [D3]  OPTIONAL Additional paragraph - accounts receivable not included in stock value; employee will reduce comp by \_\_\_ (% or fraction) of collectible accounts receivable for \_\_\_ years and Corporation will pay \_\_\_severance pay OR \_\_\_deferred comp on termination.
- [D4]  If contract is continued beyond \_\_\_ year(s), employee entitled to become equal shareholder, with price determined by formula: 50% of accounts receivable + 50% of other assets (less debt & depreciation), calculated on 10 year straight-line basis.
- [D5]  Stock Purchase Opportunity after completing \_\_\_\_\_ (yrs/mos) employment (no obligation by corporation or employee)  
 OTHER - SPECIFY EXACT TERMS: \_\_\_\_\_

**DUTIES:**

- [E1]  STANDARD Duties Professional Corp.
  - Practice of \_\_\_\_\_; Specialty: \_\_\_\_\_
  - OPT: duties include call assignments.
  - OPT: (doctor) must give at least \_\_\_\_\_hours per week to office and hospital duties; \_\_\_\_\_
  - OPT: Call extra-\_\_\_as directed; \_\_\_equal to other doctors
  - OPT: Employee loyal, not to compete except as approved in writing.
  - OPT: Employee may provide medical & teaching services per existing obligation to \_\_\_\_\_  
\_\_\_\_\_ (name org.);  
 May OR \_\_\_May Not extend agr. with that org past its termination date of \_\_\_\_\_.
  - OPT: Employee may not attempt to defer business to own personal benefit.
  - OPT: Additional administrative duties for shareholders.
- [E1.1]  Legal / Health Care Compliance - STANDARD FOR DOCTORS
- [E1.2]  Physician Assistant Duties
  - Kansas
  - Missouri (include Physician Assistant Supervision Agreement)
- [E1.3]  Records Retention.
- [E1.4]  Legislative and Regulatory Changes - MOVED TO J6.3
- [E1.5]  Third Party Payor, Managed Care Participation.
- [E1.6]  Economic Responsibility for Defective Services Requiring Correction.
- [E2]  OPT for Prof. Corp. Equal share call duty w/other \_\_\_\_\_-employees?  Yes  No  
on call for nights and weekends?  Yes  No
- [E3]  STANDARD Non-Professional Corp.
  - OPT: Specific duties on Exhibit [N3]. Describe: \_\_\_\_\_
  - OPT: Employee loyal & not to compete except as approved in writing.
- [E4]  Short Opt in lieu of std (Corp. has total control over Employee)

- [E5]\_\_\_ OPT add'l language: Employee is and will continue to be employee (as defined for purposes of withholding), for certain other organizations." If desirable to name specific "other organization(s)", specify name(s): \_\_\_\_\_
- [E6]\_\_\_ Other Employment with Board approval, but Not to Compete.
- [E6.1]\_\_\_ Other Employment with Board approval - Salary may be reduced by amount earned from other employment; not to compete.
- [E7]\_\_\_ Outside Activities (use only when E4 or E5 not used). Employee shall not engage in the practice of \_\_\_\_\_ except on behalf of the Corp. unless otherwise authorized in writing by the Corp.
- [E8]\_\_\_ Duty to Act Diligently Subject to professional or ethical obligations? \_\_\_Y \_\_\_N
- OPTS: \_\_\_ (1) no conduct or statements against Corp.  
 \_\_\_ (2) maintain accurate records  
 \_\_\_ (3) license to practice \_\_\_\_\_ in \_\_\_\_\_  
 \_\_\_ (4) acceptance on staff of \_\_\_\_\_ Hospital

**BOARD CERTIFICATION:** (OPTIONAL)

- [E9]\_\_\_ Name Specialty? \_\_\_\_\_  
 Time period to obtain certification: \_\_\_\_\_  
 or \_\_\_\_\_ "within reasonable time period"

**WORKING FACILITIES:** (STANDARD)

- [E10]\_\_\_ STANDARD. Corporation to provide office space, [\_\_\_professional] staff, supplies, equipment, etc. suitable to position and duties.  
 \_\_\_ OTHER — Specify whether additions to standard, or in lieu of standard: \_\_\_\_\_

**PROFESSIONAL RELATIONSHIPS:** (STANDARD)

- [E11]\_\_\_ Standard provision  
 \_\_\_professional (employee/patient) \_\_\_general (employee/client)

**MALPRACTICE CLAUSES** (ALL STANDARD FOR PROFESSIONAL CORPS):

- [F1]\_\_\_ Standard Malpractice - Amt determined by Corp  
 \_\_\_OPT: Limits equal to other Shareholder-Employees
- [F2]\_\_\_ Employee's Duty to Notify Corporation of Malpractice Claims
- [F3]\_\_\_ Employee's Duty Re Changes in Qualifications and Credentials

**MALPRACTICE TAIL COVERAGE** (STANDARD FOR PROF. CORP.)

- [F4]\_\_\_ General - Corporation pays (short form)
- [F5]\_\_\_ Kansas - Doctor pays (long form)  
 \_\_\_OPT: No tail required if employee keeps same malpractice ins.
- [F6]\_\_\_ General - Doctor pays (short form)
- [F7]\_\_\_ General - Doctor pays (long form) \_\_\_OPT: No tail required if employee keeps same malpractice ins.
- Additional optional paragraphs to use with F2, F3 AND F5:
- [F8]\_\_\_ After age 65 & 10 years service corporation pays for Tail
- [F9]\_\_\_ After 10 years service corp. pays Tail if employee signs non-compete  
 Period of noncompete: \_\_\_ years; \_\_\_ miles from: \_\_\_\_\_
- [F10]\_\_\_ After 10 years each pays 50% of Tail if employee signs non-compete  
 Period of noncompete: \_\_\_ years; \_\_\_ miles from: \_\_\_\_\_
- [F11]\_\_\_ In event of death or disability Corp pays 50% of Tail; after shareholder 5 years Corp pays 25%; following % after anniversary dates: 10th - 50%; 15th - 75%; 20th - 100%.
- [F12]\_\_\_ Opt: cost of Tail deducted from amounts payable to Employee
- [F12.1]\_\_\_ Employee must pay Tail re employment with previous employer
- [F12.2]\_\_\_ Corp. will pay 100% of Tail after death/disability; 50% after retirement, IF Emp. signs non-compete.

Period of noncompetite: \_\_\_ years; \_\_\_ miles from: \_\_\_\_\_

**INDEMNITY (PROFESSIONAL) NOT STANDARD**

\*includes malpractice [F13]\_\_\_ Kansas [F14]\_\_\_ Otherwise

**EXPENSES:**

[G1]\_\_\_ STD: Expenses Paid by Corporation or Reimbursed to Individual. [NOTE: The IRS requires detailed substantiation of reimbursed business expenses.]

\_\_\_OPT - intro language "As agreed in writing."

\_\_\_OPT - subject to the Corp's governing expense budgets, policies and approval procedures

\_\_\_ automobile expenses                      \_\_\_ home and cellular telephone

\_\_\_ promotion expense                      \_\_\_ professional meetings

\_\_\_ educational expense                      \_\_\_ dues, professional/business assoc

\_\_\_ inc. tuition                      \_\_\_ professional/business books & journals

\_\_\_ inc. travel                      \_\_\_ professional/business equipment

\_\_\_ inc. meals/lodging                      \_\_\_ moving expenses

\_\_\_ pager                      \_\_\_ home fax

\_\_\_ Other (list): \_\_\_\_\_

\_\_\_OPT: Ceiling to the amount corporation will pay: \$ \_\_\_\_\_

If ceiling applies to specific items, but not to all, indicate: \_\_\_\_\_

\_\_\_OPT: Expenses in excess of ceiling reduce pay? \_\_\_ Yes \_\_\_ No

[G2]\_\_\_ Expenses paid by the Individual and deducted on his personal income tax return (to extent allowed by tax law):

\_\_\_ automobile expenses                      \_\_\_ home and cellular telephone

\_\_\_ promotion expense                      \_\_\_ professional meetings

\_\_\_ educational expense                      \_\_\_ dues, professional/business assoc

\_\_\_ inc. tuition                      \_\_\_ professional/business books & journals

\_\_\_ inc. travel                      \_\_\_ professional/business equipment

\_\_\_ inc. meals/lodging                      \_\_\_ moving expenses (\$ \_\_\_\_\_ max?)

\_\_\_ pager                      \_\_\_ home fax

\_\_\_ Other (list): \_\_\_\_\_

[G3]\_\_\_ CORPORATE AUTOMOBILE - Method of Handling Personal Use:

\_\_\_ Rate of Reimbursement: \$ \_\_\_ per month or per mile (circle one) [as of '04, federal rate is \$.37.5/mi); OR \_\_\_ Personal use computed annually, reflected as add'l comp.

[G4]\_\_\_ NO corporate automobile; employee must provide own auto

Indicate One Auto Insurance Option: \_\_\_ Opt #1 - no provision; \_\_\_ Opt #2, employee pays; \_\_\_ Opt #3-if corp. does not have umbrella ins., employee pays.

[G5]\_\_\_ EXPENSE OPTION - All expenses paid by Corp. and treated as comp. in addition to salary & bonus, w/annual limit of \$ \_\_\_\_\_ for attendance at professional meetings, with excess expenses deducted by employee. Corp. may place limits on other expenses.

[G6]\_\_\_ EXPENSE OPTION - Employee to provide auto as condition of employment, & all other business expenses, EXCEPT corp. shall pay for malpractice insurance. Some expenses may be paid by the Corporation. \*Auto Insurance - indicate one: \_\_\_ Opt #1 - no provision; \_\_\_ Opt #2, employee pays; \_\_\_ Opt #3-if corp. does not have umbrella ins., employee pays.

NOTE: The Corporation should be insured for business use automobile accidents. The Corporation may pay for this insurance even if the employee owns the auto. Please indicate: (1) \_\_\_ Corporation pays auto insurance; (2) \_\_\_ Employee pays auto insurance; (3) \_\_\_ Not yet determined.

[G7]\_\_\_ EXPENSE OPTION - Expenses subject to corporation's expense policy. (new 2-05)

**ADDITIONAL OPTIONS:**

[G8]\_\_\_ Reimbursement of Third-Party Payer Overpayments (i.e. Medicare)

[G9]\_\_\_ Repayment of Disallowed Expenses or Compensation. (NOT STANDARD)

**FRINGE BENEFITS (OPTIONAL):**

- [H1]\_\_\_ Corporation pays Expense of Insurance Coverage for following (w/std provisions re adverse rating, application for ins., changes in group policy, termination, release of corporation):  
\_\_\_ Health Insurance:\_\_\_ Individual \_\_\_ Family  
\_\_\_ Life Insurance: \$\_\_\_\_\_ face amount  
\_\_\_ Disability Insurance:  
\_\_\_ [STD] Same coverage as other \_\_\_\_\_-employees.  
Or \_\_\_ \$\_\_\_\_\_ per mo., \_\_\_-month waiting period  
Other:\_\_\_\_\_
- Release of Corp Opts:  
\_\_\_ Opt 1: (STD) Release of Corporation unless Employee requests nonpayment to be cured.  
\_\_\_ Opt 2: Absolute Release of Corporation.
- [H1.1]\_\_\_ (short form) Corporation pays life, dental, health, disability with same coverage as provided for other \_\_\_\_\_-employees.
- [H2]\_\_\_ OPT: Corporation binds itself to adopt:  
\_\_\_ Profit Sharing Plan  
\_\_\_ Pension Plan  
\_\_\_ Other\_\_\_\_\_
- [H3]\_\_\_ OPT: Corporation shall adopt Employee Welfare and Fringe Benefit Plan, and shall also adopt such other fringe benefits considered desirable, including employee retirement plans.
- [H4]\_\_\_ OPT (STANDARD) - Employee to participate in all existing fringe benefits, per terms and eligibility requirements thereof.

**VACATION AND OTHER LEAVE:**

- [I1]\_\_\_ Vacation without stated number of days/weeks  
\_\_\_ OPT: Mutually agreed upon between Employee and Corporation.  
\_\_\_ OPT: Includes leave for continuing prof. education  
\_\_\_ OPT: Includes sick leave
- [I2]\_\_\_ weeks per year, plus additional \_\_\_\_\_ weeks for professional meetings, postgraduate courses and conventions. \_\_\_ OPT: Sick leave = \_\_\_\_\_ weeks
- [I3]\_\_\_ Vacation & Education Leave Equal to other Shareholder-Employees, determined by Corp.
- OPTIONS WHICH MAY BE USED WITH ABOVE VACATION PROVISIONS:
- [I4]\_\_\_ Unused vacation may not be carried forward and shall lapse if not used in the current year.  
[I5]\_\_\_ A maximum of \_\_\_ days may accumulate and be carried forward into the next year.  
[I6]\_\_\_ Disability time charged against vacation.  
[I7]\_\_\_ Accumulation of days begins immediately but may not be taken for 3 months.  
[I8]\_\_\_ Vacation includes sick leave (no other sick leave).  
[I9]\_\_\_ All leave prorated if work less than twelve months during the year.  
[I9.1]\_\_\_ All leave forfeited in event of death, retirement or disability.
- [I10]\_\_\_ OPT: All shareholders equal vacation. First 7 days continuous absence = sick leave (reduce vacation); extended absence beyond 7 days by agreement as to whether sick leave or disability.

**PREGNANCY/PARENTAL LEAVE: (OPTIONAL)**

- [I11]\_\_\_ Pregnancy-related & childbirth leave (use with [I13] Disability)  
[I12]\_\_\_ Parental Leave:\_\_\_ days unpaid for newborn or adopted child  
[I12.1]\_\_\_ Family and Medical Leave Act Clause (50 or more employees)

**DISABILITY: (OPTIONAL)**

- [I13]\_\_\_ Incapacity or Disability: \_\_\_\_\_ months salary per disability; no more than total of \_\_\_\_\_ months in one year.  
[I14]\_\_\_ Disability - 3 months salary (Note: in one-person corporation liquidating on disability may be preferable to get capital gains.)

Disability Definition: \_\_\_STD: inability to perform services  
OR \_\_\_OPT: inability to perform \_\_\_% of duties

[I15]\_\_\_ Partial Disability - provides for declaration of partial disability and adjustment of salary and eventual retirement.

[I19]\_\_\_ Military Leave treated as disability, but subject to law, ie Veteran's Reemployment Rights Act.

**DEATH DURING EMPLOYMENT:** (STANDARD)

[I16]\_\_\_ STANDARD - Payment to estate or beneficiary of Salary payable up to end of month in which death occurs and payment of bonus.

OPT: Reduces deferred comp/severance pay? \_\_\_Yes \_\_\_No

\_\_\_See [N4] for beneficiary designation form

[I17]\_\_\_ OPEN NUMBER (\$5,000 death benefit deleted)

[I18]\_\_\_ OPT: Death Benefit and Salary Continuation - Life Insurance (if any) Funded Death Benefit = 1 year's salary if employee for \_\_\_\_\_ years, but paid only from life insurance cash value.

**PART III - 490509**

**TERMINATION:** (STANDARD)

[J1]\_\_\_ Termination Without Cause By any party, upon \_\_\_(30/60/etc) days written notice prior to end of employment year.

\_\_\_OPT: Company and/or Employee have option for employment to terminate immediately on delivery of termination notice, with full salary for 30 days

\_\_\_OPT: If terminated without cause non-compete does not apply

[J1.1]\_\_\_ May be terminated only with consent of Employee (unusual — use along without other provisions).

[J2]\_\_\_ Termination for Cause **PROFESSIONAL**-(Doctor/Dentist/etc). \_\_\_ No vacation pay  
\_\_\_by Corp only \_\_\_by both Corp and Employee

\* = STANDARD OPTS

# = ITEMS SUBJECT TO RIGHT TO CURE

\_\_\_ \*#Uncured material breach or failure of contract

\_\_\_ \*Reporting to work under influence of drugs/alcohol

\_\_\_NONSTD OPTS:\_\_\_use must impair work; \_\_\_Corp. must give 1 written warning.

\_\_\_use of illegal drugs, abuse of prescription drugs, at work or away from work.

\_\_\_ \*Restriction, suspension, surrender, revocation or other loss of license in profession in State of \_\_\_\_\_.

\_\_\_also loss of license to prescribe narcotic drugs in State.

\_\_\_ \*Loss of staff privileges at any hospital served by Corp.(mark one of following)

\_\_\_STD: Privileges lost, suspended, restricted for in excess of 30 days, unless cured.

\_\_\_OPT: Due to event reportable to National Practitioner Databank, or

\_\_\_OPT: Due to event reportable under Health Care Quality

Improvement Act, or reduction/limitation of staff privileges

\_\_\_ \*Theft, embezzlement, willful destruction corporate property/funds

\_\_\_ \*Conviction of felony or other crime

\_\_\_ \*Knowing / negligent misrepresentation, dishonesty, fraud, concealment of material facts

\_\_\_ \*Death of Employee

\_\_\_ \*Ineligibility for professional liability insurance

\_\_\_ Failure to use appropriate degree of skill & learning in treatment of patient on 3 or more occasions, after prior written notice and warning;

\_\_\_ \*#Failure to carry out any lawful instructions

\_\_\_ \*#Neglect of duties, inability or refusal to perform duties

\_\_\_ Breach of fiduciary obligations

- \_\_\_ \*#Disloyalty, actions in conflict with interests of Corporation
- \_\_\_ \*#Willful acts or omissions inconsistent with duties w/Corp.
- \_\_\_ Competition with the Corp.
- \_\_\_ Personal utilization of opportunities which could be for the benefit of the Corp.
- \_\_\_ Absence from work for more than 7 days without approval of Corp. (except illness & qualifying “family leave”).
- \_\_\_ \*#Inability to perform because of disability, even with reasonable accommodation.
- \_\_\_ \*#Engaging in profession in such a manner as to create one or more instances of liability for the Corp. to third parties.
- \_\_\_ \*#Inability to work as quickly in performing prof. svcs. as other prof. employees
- \_\_\_ \*#Inability to practice same quality and quantity of professional services as other prof. employees
- \_\_\_ Disclosure or taking of trade secret/confidential information
  - \_\_\_ except can retain files, records, lists generated through employee’s own practice
- \_\_\_ \*#Failure to obtain or renew professional certification; meet quality review/clinical outcomes criteria, meet other standards of Corp. re patient satisfaction.....
- \_\_\_ Inability to function satisfactory in institutional setting, significant problems w/co-workers (including harassment and discrimination)
- \_\_\_ \*#Failure to acquire or loss of provider status by Medicare/Medicaid, or suspension, exclusion, sanction or penalty by Medicare/Medicaid.
- \_\_\_ \*#Failure to acquire & maintain provider status w/managed care plans
- \_\_\_ \*#Failure to cooperate in quality improvement and/or utilization review
- \_\_\_ \*#If a hospital or other facility advises Corp. it will not renew contract because of Corp’s employment of Employee.
- \_\_\_ Filing of a report and/or complaint with a state professional medical disciplinary board.
- \_\_\_ Any other circumstance affecting Employee’s ability to carry out duties or change representations made to Corp. or third party credentialing authorities.
- \_\_\_ Violation of federal or state law having material and adverse effect on Corp.
- \_\_\_ \*#Other action having material and adverse effect on Corp.
- \_\_\_ Refusal to submit to drug screening/testing.
- \_\_\_ \*#Professional or personal misconduct, or a breach of this Agreement, of serious nature, reasonably unacceptable to the Corporation.
- \_\_\_ \*#Disruptive, offensive, detrimental behavior or misconduct.
- \_\_\_ #Failure to be promptly available & responsible when on call.
- \_\_\_ For other stated cause.

\_\_\_ OPT - Corporation to give written notice - Employee has 30 days to cure breach for (indicate on above list which items apply to 30 day right to cure—from “#” items).

[J3]\_\_\_ Termination for Cause -**NON-PROFESSIONAL** (including failure to perform conditions of contract; drug or alcohol use; felony/crime conviction; theft, embezzlement, etc.).

- \_\_\_ No vacation pay
- \_\_\_ OPTIONS (NONSTANDARD) for drug & alcohol:
- \_\_\_ drug/alcohol use must impair work;
- \_\_\_ Corporation must give one written warning.

**ADDITIONAL OPTIONS:**

- \_\_\_ Neglect of duties, or inability or refusal to perform duties
- \_\_\_ Breach of fiduciary obligations
- \_\_\_ Knowing or negligent misrepresentation, dishonesty, fraud or concealment of material fact
- \_\_\_ Failure to carry out any lawful instructions
- \_\_\_ Disloyalty, actions in conflict with interests of Corporation
  - \_\_\_ Competition with the Corporation
  - \_\_\_ Personal utilization of opportunities which could be for the benefit of the Corp.

- \_\_\_ Absence from work for more than 7 days without approval of Corporation (except illness & qualified family leave).
- \_\_\_ Inability to perform because of disability, even with reasonable accommodation.
- \_\_\_ Engaging in business in such a manner as to create one or more instances of liability for the Corp.to third parties.
- \_\_\_ Any other action having material and adverse effect on Corp.
- \_\_\_ Refusal to submit to drug screening/testing.
- \_\_\_ For other stated cause.
- \_\_\_ OPT - Corporation to give written notice - Employee has 30 days to cure breach for (indicate which items on above list apply to 30 day right to cure).\_\_\_\_\_

[J3.1]\_\_\_ ALT.OPTION: Termination by Employee for Breach by Corp and Termination by Cause by Corp [Alt instead of J2], with same for cause sections as J2 or J3 - Mark applicable causes under J2.

\_\_\_ OPT - Corporation to give written notice - Employee has 30 days to cure breach for (indicate which items on list in J2 or J3 apply to 30 day right to cure).

[J4]\_\_\_ OPT: Voluntary Termination regarded as retirement if Employee continues profession or practice outside the county/ies of \_\_\_\_\_; but if practice continued within county, not entitled to any \_\_\_deferred comp. OR \_\_\_severance pay.

[J4.1]\_\_\_ OPT: Termination by Employee - salary paid up to date of termination.  
\_\_\_No vacation pay.

[J5]\_\_\_ OPT - Termination Upon Sale of Business - Termination upon 30 days if assets of business sold, stock of Employee sold, or Corp. liquidated, merged, consolidated.

[J6]\_\_\_ OPT - Termination for Cause or Without Cause (do not use if [J2] or [J3] is used) Corporation and Employee shall have at all times the right to terminate the employee with or without cause (causes not specified) on \_\_\_ days written notice. If by Corp. without cause, Employee gets severance pay.

[J6.1]\_\_\_ OPT Suspension - Corporation may suspend (with pay) for up to 60 days; Board must extend if longer than 60 days.

[J6.2]\_\_\_ STD: Effects of Expiration or Termination

[J6.3]\_\_\_ Legislative and Regulatory Changes

\_\_\_ OPT: after 30 days of unsuccessful negotiation either party may terminate on 30 days notice.

**RETURN OF CORPORATE PROPERTY: (OPTIONAL)**

[J7]\_\_\_ Employee must return corporate property upon termination.

**RELATIONSHIP BETWEEN THE PARTIES: (STANDARD)**

[K1]\_\_\_ Standard language - employee-employer relationship

**FILES & RECORDS - DISPOSITION AFTER TERMINATION: (OPTIONAL)**

[K2]\_\_\_ Doctor/Dentist option re records of patient; Belong to Company-Employee may copy w/patient permission. \_\_\_OPT: records, files, computer lists are trade secrets

[K3]\_\_\_ Doctor/Dentist option re records of patient (Same but Employee keeps patients he brought into Company at its formation. \_\_\_OPT: records, files, computer lists are trade secrets

[K4]\_\_\_ Non-prof.option re records of client/customer; Belong to Company-Employee may copy w/client permission. \_\_\_OPT: records, files, computer lists are trade secrets

[K5]\_\_\_ Non-prof option re records of client/customer - Same but Employee keeps clients he brought into Company at its formation. \_\_\_OPT: records, files, computer lists are trade secrets

[K6]\_\_\_ Access by Physician for Defense of Claims (Records & Files Option)

**NON-COMPETE (OPTIONAL):**

[L1]\_\_\_ NONCOMPETE WITH LIQUIDATED DAMAGES [OPT]

\_\_\_ OPT: Does not apply if termination by Corp. **without cause.**

Indicate practice \_\_\_\_\_, specialty \_\_\_\_\_, or business \_\_\_\_\_

Time period: \_\_\_\_\_ (mo/yrs) after termination

Within \_\_\_\_\_ miles of all corporate offices (cont. next pg)

\_\_\_\_ OPT: and at all locations where corp. provides svcs or is negotiating to provide svcs.

\_\_\_\_ OPT: Applies to all patients/clients of corp treated/served by any employee of corp within

\_\_\_\_ months prior to termination, and as to other patients/clients, within \_\_\_\_\_ miles of corp and at all locations served by corp. or where corp or is negotiating

\_\_\_\_ OPT: Applies to customers to whom goods or services furnished within prior 2 years

\*AMOUNT OF LIQUIDATED DAMAGES: \$ \_\_\_\_\_

\_\_\_\_ OPT: Costs added to damages

\_\_\_\_ OPT: Must pay 50% of income received from competitive activity for 3 yrs

\_\_\_\_ OPT: If payment not received must stop competing for 2 years

\_\_\_\_ OPT: Noncompete not to apply if \_\_\_\_ Employee \_\_\_\_ Shareholder for 5 years

[L2] \_\_\_\_ NONCOMPETE WITHOUT LIQUIDATED DAMAGES [STANDARD]

\_\_\_\_ OPT: Does not apply if termination by Corp. **without cause.**

Indicate practice \_\_\_\_\_, specialty \_\_\_\_\_, or  
business \_\_\_\_\_

Time period: \_\_\_\_\_ (mo/yrs) after termination

Within \_\_\_\_\_ miles of all corporate offices (cont. next pg)

\_\_\_\_ OPT: and at all locations where corp. provides svcs or is negotiating to provide svcs.

\_\_\_\_ OPT: Applies to all patients/clients of corp treated/served by any employee of corp within

\_\_\_\_ months prior to termination, and as to other patients/clients, within \_\_\_\_\_ miles of corp and at all locations served by corp. or where corp or is negotiating

\_\_\_\_ OPT: Applies to customers to whom goods or services furnished within prior 2 years

\_\_\_\_ OPT: Noncompete not to apply if \_\_\_\_ Employee \_\_\_\_ Shareholder for 5 years

[L3] \_\_\_\_ SHORT FORM NONCOMPETE.

Time period: \_\_\_\_\_ (mo/yrs) Area: \_\_\_\_\_ miles of all corporate offices

\_\_\_\_ OPT: All locations where corp. provides services or is negotiating services

\_\_\_\_ OPT: Also applies to all patients/clients of corp treated/served within \_\_\_\_\_ months prior to termination

\_\_\_\_ OPT: Applies to customers to whom goods or services furnished within prior 2 years

\_\_\_\_ OPT: Noncompete not to apply if \_\_\_\_ Employee \_\_\_\_ Shareholder for 5 years

\_\_\_\_ OPT: Does not apply if termination by Corp **without cause.**

[L4] \_\_\_\_ KEEP CLIENTS/PATIENTS BUT OTHERWISE NON-COMPETE

\_\_\_\_ OPT: Does not apply if termination by Corp **without cause.**

\_\_\_\_ OPT: Employee may keep clients/patients attributable solely to work of Employee.

Time period: \_\_\_\_\_ (mo/yrs) Area: \_\_\_\_\_ miles of all corporate offices

\_\_\_\_ Opt: All locations where corp. provides svcs or is negotiating svcs.

\_\_\_\_ OPT: Also applies to all patients/clients of corp treated/served within \_\_\_\_\_ months prior to termination

\_\_\_\_ OPT: Not to apply if \_\_\_\_ Employee \_\_\_\_ Shareholder 5 yrs

[L5] \_\_\_\_ OPT: REFERRED CLIENT PAYMENT AGREEMENT (Employee to pay Corp. 50% of fees from clients referred by corp's referral sources) for \_\_\_\_ (months/years), from referrals during \_\_\_\_ (months/years) prior to termination.

\_\_\_\_ OPT: Does not apply if termination by Corp **without cause.**

[L6] \_\_\_\_ OPT: DUTY NOT TO DISCLOSE METHODS, OPERATING TECHNIQUES, CUSTOMER LISTS, for \_\_\_\_\_ (state type of business or profession).

Pertains to lists for: \_\_\_\_ patients \_\_\_\_ customers \_\_\_\_ prospects.

\* NOTE: We also have a Separate "Disclosure Agreement".

[L7] \_\_\_\_ OPT: SIX MONTH LIMITATION ON DEALING WITH CUSTOMERS AND SUPPLIERS who had contact with Employee. (To be used with L6)

OR

- [L8]\_\_\_ OPT: SIX MONTH LIMITATION ON DEALING WITH CUSTOMERS AND SUPPLIERS who had dealt with the Corporation. (To be used with L6)
- [L9]\_\_\_ OPT: NO EMPLOYEE SOLICITATION, Applies for period of \_\_\_ years after termination
- [L10]\_\_\_ OPT: NEW IDEAS, INVENTIONS, PROCESSES AND PRODUCTS PROPERTY OF CORP.
- [L10.1]\_\_\_ OPT: INVENTIONS (long form, with Patent Application provisions).
- [L11]\_\_\_ INVENTIONS belong to Employee if w/Employee's time and resources.

MISCELLANEOUS PROVISIONS

- [M1]\_\_\_ OPT: CONSENT TO LAWSUIT IN ANOTHER STATE (Specify Other State \_\_\_\_\_)
- [M2]\_\_\_ OPT: EMPLOYEE LIABLE FOR LEGAL FEES OR COSTS IN ENFORCING AGR
- [M3]\_\_\_ OPT: EARLY SIGNING LOAN ADVANCE - Employee Receives \$\_\_\_\_\_ for \_\_\_\_\_ months, considered advance to be repaid
- [M4]\_\_\_ OPT: RECRUITMENT BONUS for recruiting another employee; \$\_\_\_\_\_ paid on 1st day of employment; to be repaid if Employee works less than one year (at "COPA" interest rate + 1%)
- [M5]\_\_\_ OPT: STUDENT LOAN REFINANCING - Corporation pays off student loans; \$\_\_\_\_\_ repaid by salary deduction for 5 years (at "COPA" interest rate) [Use with Exhibit N3 below]
- [M5.1]\_\_\_ OPT: DEBT CONSOLIDATION FINANCING GUARANTEE Corporation guarantees loan for up to \$\_\_\_\_\_ for debt consolidation of Employee; Life Insurance collateral agmt as Exhibit \_\_.

- [M5.2]\_\_\_ OPT: LOAN TO BE FORGIVEN IF EMPLOYEE REMAINS EMPLOYED FOR \_\_\_\_\_ MONTHS. Loan of \$\_\_\_\_\_ per month for \_\_\_\_\_ months - Forgiven if remains employed for \_\_\_\_\_ months; If terminated, and repayment not made on termination, bears interest at \_\_\_\_\_ Wall Street Journal rate [+ 1%]; \_\_\_ other:\_\_\_\_\_

- [M5.3]\_\_\_ OPT: LINE OF CREDIT LOAN AGREEMENT (Employee has right to borrow \$\_\_\_\_\_ per month beginning \_\_\_\_\_, to be repaid by payroll deduction over 24 mos. If Employee quits before \_\_\_\_\_ loan \_\_\_\_\_ repaid Employee must make payments beginning \_\_\_\_\_.

- [M6]\_\_\_ STANDARD: **MODIFICATION AND WAIVER** (Contract may be not be modified or any provision waived except by written instrument) and Severability (If any provision held invalid remainder not affected) \_\_\_ OPT: exception for materiality of invalid provision.

- [M7]\_\_\_ OPT: FORCE MAJEURE - No termination of contract for failure to perform due to acts of God, etc.

- [M8]\_\_\_ CONFIDENTIAL INFORMATION RE CORP., Subsidiary, Practice Location, return to Corp.  
(As in BHC/Karty)

- [M8.1]\_\_\_ CONFIDENTIALITY (long form) - Physician.

ARBITRATION (OPT) - [NOTE: use M12.1 signature block at end if an arbitration clause is included]

- [M9]\_\_\_ (Short Prov) Controversy settled according to American Arbitration Association rules.

- [M9.1]\_\_\_ (Long Prov - Includes Confidentiality clause) Three arbitrators

Site: \_\_\_ KC Mo.; \_\_\_ Overland Park KS; \_\_\_ Other: \_\_\_\_\_

Court: \_\_\_ Western Dist of MO; \_\_\_ Dist of KS: \_\_\_ Other: \_\_\_\_\_

WAIVER OF CONFLICT OF INTEREST

- [M10]\_\_\_ (STD if SHB represents both parties--Don't use if employee has separate counsel.)

- [M11]\_\_\_ NO THIRD PARTY BENEFICIARIES

STANDARD PROVISIONS AT END:

- [M12]\_\_\_ Personal Services Agreement;  
Survival of Obligations [\_\_\_ OPT: no further comp except through separate agreement];

Warranty; Governing Law - State: \_\_\_\_\_; Binding on Heirs; Entire Agreement; Use of facsimile copies; Offset.

**SIGNATURE BLOCK:**

[M13]\_\_\_\_\_ Standard            [M13.1]\_\_\_\_\_Agmt contains binding arbitration (If M9 or M9.1 are used)

**EXHIBITS**

- [N1]\_\_\_\_\_ Exhibit for Salary Changes, for ongoing changes (when Option [B13] is used).
  - [N2]\_\_\_\_\_ Exhibit for Salary Change, to be signed each time (when Option [B13] is used).
  - [N3]\_\_\_\_\_ Exhibit for designation of duties (When E3 is used)
  - [N4]\_\_\_\_\_ Exhibit for Designating Beneficiary in Event of Death During Employment (when [I16] is used).
  - [N5]\_\_\_\_\_ Exhibit listing student loans being refinanced by corporation [use when M5 is used]
  - [N6]\_\_\_\_\_ Acknowledgement of Employee Handbook.
- TYPE "A" CLAUSES (where parties agree that employee will purchase stock in future and signs applicable documents in advance):
- [B7] Add'tl para to comp section--after becoming shareholder comp pursuant to Shareholders' agreement
  - [C1] After becoming shareholder, bonus pursuant to shareholders' agreement.
  - [D1] Right to Become Shareholder Section
- Other Documents for Type "A": Stock Purchase Agreement; Shareholders' Agreement