

SEVERANCE AGREEMENT

This Severance Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 20__, and is between _____ an individual resident of the State of _____ (“Employee”), and _____, a professional corporation in the State of _____ doing business as _____ (the “Company”). In consideration for the severance benefits provided through the terms of this Agreement, the Company and Employee agree to the following:

Termination of Employment. Employee agrees and recognizes that, effective as of the ____ day of _____, 20__, (the “Termination Date”), their employment relationship with the Company was severed and that the Company has no obligation, contractual or otherwise, to hire, employ or recall them in the future. After the Termination Date, Employee will not represent themselves as being an employee, officer, agent or representative of the Company for any purpose. Except as otherwise set forth in this Agreement, the Termination Date is the employment termination date for Employee for all purposes, meaning Employee is not entitled to any further compensation, monies or any benefit from the Company, including coverage under any benefit plans or programs sponsored by the Company as of the Termination Date.

Non-Disclosure of Information. Employee acknowledges that during their employment with the Company, they were privy to and obtained Proprietary Information and Privileged Communications. Employee agrees that they will not use or disclose that information to any person, entity or governmental agency in the future without the prior written consent of the Company, which consent may be withheld in the Company’s sole discretion. Employee further agrees to cooperate and assist the Company with the transfer and/or destruction of any Proprietary Information or Privileged Communications (as such terms are hereinafter defined) that are maintained or stored on any computers, cell phones or mobile devices owned by the Employee.

- a. **Proprietary Information.** Proprietary Information means and includes certain trade secrets or information pertaining to the financial condition, internal deliberations, business affairs, technical processes, computer technology, products, policies, work product, Protected Health Information (as such term is defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations), patient and customer lists of the Company, and the business and business requirements of patients and customers, of the Company. Employee acknowledges that such Proprietary Information is intended for use in the business of the Company or its patients and customers and has significant economic value to the Company, and that if it were made available to others, it would irreparably damage the business of the Company. Employee agrees that they will not disclose, copy, remove, or make available to any person, business concern or other entity, any Proprietary Information which was disclosed to them or came within their knowledge during the course of their employment by the Company.
- b. **Privileged Communications.** Privileged Communications means and includes any confidential information, materials, discussions, or knowledge pertaining to clients or patients of the Company or the Company and its operations. Employee acknowledges that such Privileged Communications arise in the course of the Company’s relationship with its patients and customers, of which Employee and other support staff are privy, and that if such Privileged Communications were made available to others, it would irreparably damage the business of the Company. Employee agrees that they will not disclose, copy, remove or make available to any person, business concern or other entity,

any Privileged Communications which were disclosed to them or came within their knowledge during the course of their employment by the Company.

Severance Benefits. Immediately following the expiration of the Revocation Period, Company shall provide Employee with severance benefits equal to \$_____ (the “Severance Benefits”); provided however, that the Severance Benefits will not be due or made if Employee revokes this Agreement during the Revocation Period. The Severance Benefits will be made payable as follows: (i) a check in the amount of \$_____ will be made payable to Employee. All amounts paid pursuant to the terms of this Agreement shall be reported to the Internal Revenue Service on Form 1099, and Employee and/or their counsel (if applicable) shall be solely responsible for the reporting and payment of any and all taxes due any taxing authority on account thereof. Employee hereby agrees to indemnify the Company from and against any and all taxes, claims, expenses and other damages of any form or nature whatsoever, including interest and penalties, in the event such payments are subsequently determined by the Internal Revenue Service or other governmental agency or court of competent jurisdiction to constitute wages.

Other benefits include:

Adequate Consideration. Employee acknowledges that the Severance Benefits are valuable consideration to which they would not be entitled except that they have consented to the terms of this Agreement, including the release of claims described in the below paragraph of this Agreement.

Complete Release of Claims against the Company. In consideration of the mutual promises contained in this Agreement and the Severance Benefits, Employee, on their own behalf and on behalf of their heirs, executors, administrators, personal representatives, agents, and attorneys, releases and forever discharges the Company and its predecessors, successors, assigns, subsidiaries, agents, representatives, directors, officers, shareholders, contractors and employees (collectively, the “Company Parties”) from any and all claims, causes of action, covenants, agreements, obligations, liabilities, and the like, known or unknown, of every nature, character, and description, in federal or state court without limitation, which Employee had, has, or may have against any of the Company Parties based upon or arising out of any act or event from the beginning of time up through the Termination Date. Employee understands that this release of claims includes, but is not limited to, any claim under Age Discrimination in Employment Act, and/or any other federal or state statute prohibiting employment discrimination, and any claim for wrongful discharge, breach of contract, or any other right or claim arising from or relating to Employee’s employment with the Company. Employee further understands that the claims released include but are not limited to any and all known or unknown claims or causes of action, whether for vacation pay, bonuses, retirement benefits, back pay, compensatory damages, punitive damages, liquidated damages, or any other thing of value to which Employee may feel that they are entitled.

Employee is not giving up the right to file a charge with the Equal Employment Opportunity Commission or state counterpart but is expressly waiving any right to obtain monetary relief relating to such a charge or subsequent lawsuit, if any, filed by the Equal Employment Opportunity Commission. Employee further agrees that should Employee bring any type of lawsuit arising out of claims waived under this Agreement, Employee will bear all legal fees and costs, including those of the Company Parties.

Employee Representations. In connection with the separation of the Employee's employment, Employee represents and warrants to the Company Parties that the Employee has disclosed in writing to the Company any and all instances of known or suspected violations of laws, rules, regulations, or corporate policy by the Company Parties. The Employee agrees to cooperate with the Company Parties on any questions relating to the Employee's employment. Further, the Employee represents and warrants that the Employee has not brought and has no intention to bring any suits or claims (which terms shall include, but not be limited to, a qui tam action under the Federal False Claims Act and similar federal and state and local laws, rules and regulations) or disclosures to any governmental agency that would subject the Company Parties to any liability as a result of any violations of any laws, rules, or regulations. The Employee also represents and warrants that Employee knows of no facts that would give rise to any such lawsuits, claims, or disclosures to any governmental agency. In the event the representations and warranties contained herein become inaccurate or untrue after the effective date of this Agreement, the Employee agrees to notify the Company, in writing, of the necessary corrections to make the representations and warranties accurate and true, prior to initiating any whistleblower or similar lawsuits, claims, or disclosures to any governmental agency. The Employee also agrees to indemnify the Company Parties against and hold the Company Parties harmless from any loss, cost, damage, or penalty incurred by the Company Parties as a result of any inaccuracy in or breach of the representations, warranties, or agreements contained herein.

No Disparagement; Neutral Reference. Employee agrees and covenants that they shall not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company Parties or their businesses and services, now or in the future. The Company's shareholders, officers and directors shall not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Employee, now or in the future. In response to inquiries directed to the Company's human resources department, the Company hereby agrees that it will provide a neutral reference regarding the Employee and Employee's employment with the Company, which neutral reference shall consist of the following: confirmation of employment, dates thereof, salary levels and job title.

No Admission. Nothing in this Agreement shall be construed as an admission by the Company Parties of any wrongdoing, liability, or noncompliance with any federal, state, city, or local rule, ordinance, statute, common law, or other legal obligation.

Knowing and Voluntary Consent. With this Agreement, Employee knowingly and voluntarily is waiving and generally releasing all rights or claims that they may have against the Company Parties. Employee represents and warrants that this Agreement is written in a manner calculated to be understood by them and that they are waiving rights and claims in exchange for valuable consideration over and above anything of value to which they are already entitled. Employees are hereby advised to consult with an attorney before executing this Agreement.

Time To Consider Offer; Time to Revoke Acceptance. Employee acknowledges that they have been given at least 21 days within which to consider this Agreement. Employee understands that if they execute this Agreement before that 21 day period ends, they have done so voluntarily with the express intent of waiving any remaining portion of the 21 day period. Employee further understands that for a period of 7 days after they execute and accepts this Agreement (the "Revocation Period"), they may revoke this Agreement. This Agreement shall not become effective or enforceable until the eighth (8th) day after the Employee executes this Agreement. To revoke the Agreement, Employee must deliver a written notice of revocation to _____, Attention: _____,

_____ within the Revocation Period.

Construction of Agreement; Entire Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Employee or any or all of the Company Parties. This Agreement sets forth the entire agreement and fully supersedes any and all prior agreements or understandings between Employee and the Company Parties. It may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Governing law. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of _____.

Severability. The provisions and obligations of this Agreement are severable and divisible. In the event any provision, obligation, or consideration of the Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall be enforceable.

Confidentiality. Employee and the Company agree that the specific terms and the existence of this Agreement are and forever shall be confidential and shall not be disclosed to any person except as required by law, as is reasonably necessary to enforce the terms of this Agreement or to such party's accountants, tax consultants or attorneys.

PLEASE READ CAREFULLY. THIS AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS THAT EMPLOYEE HAS OR MAY HAVE. EMPLOYEE MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING BELOW.

IN WITNESS WHEREOF, Employee and the Company have caused this Agreement to be executed as of the date first written above.

THE COMPANY:

By:
Name:
Its:

EMPLOYEE:

By: _____
Name: _____