

# **EMPLOYMENT CONTRACT**

THIS CONTRACT (this "Agreement") is made as of the last day a party signs below to be effective for all purposes and in all respects as of \_\_\_\_\_ ("Effective Date") by and between **UNIVERSAL MEDICAL RECORD SERVICES CORP AND/OR ITS AFFILIATES, ASSIGNS, SUBSIDIARIES AND/OR SUCCESSORS** (hereinafter the "Employer") and \_\_\_\_\_, (hereinafter the "Employee").

**WHEREAS**, the Employer desires to employ the Employee, a professional practitioner in the practice of **REGISTERED NURSE SUPERVISOR**, referred to herein as a "RNS");

**WHEREAS**, the Employee desires to act for the Employer in the aforesaid capacity as RNS; and

**WHEREAS**, the Employer and the Employee desire to set forth in writing the terms and conditions of their agreements and understandings.

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

## **1. EMPLOYMENT.**

Employer represents that Employer is a duly constituted domestic private for profit Corporation in the state of New York, legally authorized to do business within the jurisdiction as a healthcare staffing business organization.

Employee represents that Employee is a qualified nurse duly licensed to practice nursing in the state of New York. Employee also represents that Employee is not currently subject to any professional disciplinary proceeding of any state or federal authorities or to any disciplinary action of any healthcare facility in any jurisdiction.

## **2. DUTIES AND RESPONSIBILITIES OF THE PARTIES.**

### **A. Duties and Responsibilities of the Employer.**

- (i) Employer, in employing the Employee, agrees to perform any and all services generally performed by it in its usual line of business, as necessary to perform the duties contained within this contract, including but not limited to employment verification, payment of prevailing wage at minimum and over-time pay, providing full-time employment upon obtainment of U.S. Permanent Residence by the Employee, among other obligations sanctioned by state and federal laws.
- (ii) Employer shall not relocate Employee to a location other than the Contracted Healthcare Facility or to a location at which Employee does not currently provide nursing services without the consent of Employee and upon filing of necessary documentation with USCIS when warranted under the Immigration and Nationality Act (INA) and other applicable state and federal laws.

### **B. Duties and Responsibilities of the Employee.**

- (i) Employee in accepting such employment by the Employer shall undertake and

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assume the responsibility of performing professional nurse supervisor service. Employer shall have the power to determine and control, within reason and within the confines of professional ethics, the specific physical location, and duties to be performed by the Employee, in accordance with immigration petitions filed for the purpose. Employee hereby agrees to act in a competent and professional manner in carrying out the duties of his or her employment and Employee shall make all nursing-related decisions using his or her best professional judgment. Both the Employer and/or any healthcare facility, at which the Employee is on duty shall have the power to designate patients to be assigned to the Employee, and the Employee shall perform nursing services for said patients. No person other than the Employer and said facility shall have the right to designate, by name and description, the patients for whom Employee is to perform services and Employee shall not honor any designation by any other person or organization. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed to restrict the Employee's duties and obligations under applicable law to his or her patients.

- (ii) During the term of this Agreement, the Employee shall: (a) have and maintain a valid and unrestricted license to practice nursing in the state of New York; and (b) comply with, be controlled and governed by and otherwise provide nurse supervisor services in accordance with all legal requirements, and the ethics and standard of care of the nursing community where the Employee provides nursing services pursuant to this Agreement.
- (iii) Within seven (7) days of becoming aware, or being notified of, an event reportable to the New York State Board of Nursing, including but not limited to felony conviction, disciplinary action by any licensing authority, or other similar incidents, Employee shall provide Employer with information regarding such event and shall provide an updated query upon request of Employer.
- (iv) Employee agrees that Employee shall be on duty pursuant to this Agreement and/or to the work assignments required by his/her assigned healthcare facility, however, the Employer shall have the power, within reason; to modify the number of shifts/hours worked only after due consultation with the healthcare facility in which case the Employer's consent is required.
- (v) The Employee agrees to abide by any rules, regulations and any other policies and procedures covering the Employee established by the Employer or required by the healthcare facility at which the Employee provides services.
- (vi) The Employee shall be obligated to obtain required Continuing Professional Education, if any in compliance with New York state licensure requirements, as well as the requirements of the healthcare facility at which the Employee provides services. Upon request by Employer, Employee shall provide a copy of the corresponding certificate to the Employer.
- (vii) Notwithstanding anything to the contrary herein, the Employee agrees to provide the Employer with all information necessary to document Employee's employment eligibility and to sign all documents reasonably necessary to document the employment relationship contemplated herein.

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### 3. TERM OF EMPLOYMENT AND TERMINATION.

#### A. **Term of Employment**

Employer shall employ the Employee and the Employee agrees to be so employed commencing on the day the Employee obtains the required professional license together with the issuance the Employment Authorization by the U.S. Citizenship and Immigration Services (USCIS), obtained through the immigration sponsorship by the Employer, and shall continue for a period of THREE (3)-years after the Employee becomes a U.S. Permanent Resident.

#### **Indemnification for Early Termination**

In the event that the Employee prematurely terminates this agreement or otherwise unduly breaches same, he/she agrees to indemnify and pay the Employer the amount of damages resulting therefrom and computed as the actual expenses and reasonable loss of profit that the Employer incurred and is expected to gain and earn from this employment agreement or \$25,000.00 [Twenty-Five Thousand U.S. Dollars] whichever is lower and reasonable under applicable laws and regulations.

#### B. **Compensation**

As a registered nurse, the Employer agrees to pay and the Employee agrees to receive \_\_\_\_\_ dollars per year (\$\_\_\_\_\_.00/year). It is understood that this salary rate was reached based on the professional qualifications of the Employee in due compliance with the applicable state and federal employment laws. Any increase in said salary can be achieved only upon mutual consent by the Employer and the Employee.

#### C. **Worksite Location**

The Employer and the Employee agree that \_\_\_\_\_ located at \_\_\_\_\_, is the location originally stated in the immigration petition filed for this purpose for which the Employee will render her professional nurse supervisor services for the duration of the term of this agreement. It is understood that should any change of worksite location be contemplated in the future, mutual consent by the parties is required and necessary documentation be filed accordingly with any state or federal Governments for due compliance.

#### D. **Termination of Employment**

The Employer and Employee hereby agree that during the term of this Agreement, and any extensions hereof, this Agreement and the employment of the Employee may be terminated and the Employee's compensation shall be measured to the date of such termination:

- (i) for cause by either party with 90 days notice;
- (ii) immediately by mutual consent of both parties; or
- (iii) immediately by the Employer providing written notice to the Employee upon the occurrence of any of the following events:
  - a) Suspension, revocation, cancellation or limitation of Employee's right to practice in state of New York whether because of loss of Employee's

license or any other lawful reason.

- b) Revocation, in whole or in part of Employee's nursing privileges as extended to him/her by the appropriate authorities of any healthcare facility as in the case of nursing or LPN limited permit at which the Employer has staffing relationship.
- c) Failure or refusal by the Employee to perform diligently his or her duties under this Agreement or to comply with the rules, regulations or other policies established by the Employer or the appropriate authorities of any healthcare facility at which Employee provides services; provided, however, prior to terminating Employee under this subsection, Employer shall provide notice to Employee of the failure or refusal on which termination is to be based with reasonable specificity and provide a 30 day cure period for the failure to refusal.
- d) Conviction of the Employee of any felonious crime in any federal or state jurisdiction of the United States of America.
- e) Unprofessional, unethical, or fraudulent conduct by the Employee or through a non-appealable finding by any professional society or governmental agency of such conduct.
- f) Proof of Employee's dishonesty with respect to his or her duties and obligations to the business and affairs of the Employer. If Employer shall believe Employee to be guilty of the foregoing and pending the establishment of proof of the same, the Employer may place Employee on leave of absence with or without pay, at Employer's sole discretion until the resolution of such matter.
- g) Termination for whatever reason of Employer's contract to provide nursing or nursing related services at the healthcare facility where the Employee is working.
- h) In the event, due to circumstances beyond Employee's control, Employee shall be unable to perform his or her duties under this Agreement for any extended period covered by this Agreement.
- i) In the event that the appropriate authorities at a healthcare facility at which Employee is providing services, request that Employee no longer provide such service at said healthcare facility.
- j) Employee's material misrepresentation or omission of information provided pursuant to the applicable process for employment by the Employer.
- k) Failure to notify Employer of the Employee being named in a lawsuit or having a lawsuit filed against the Employee in connection with professional nursing services provided by Employee.
- l) Failure to maintain nursing license in the state of New York.

- (iv) In addition, this Agreement shall be automatically terminated should the Employer be declared by a Court of competent jurisdiction to be bankrupt under the Federal Bankruptcy Act or shall be determined to be insolvent under the insolvency laws of the state of New York.

#### 4. COVENANTS NOT TO COMPETE, NON-INTERFERENCE, UNFAIR BUSINESS PRACTICE.

A. Employee acknowledges that:

- (i) Employer provides nurse supervisor services at the healthcare facility, at which the Employee shall provide services; and

- (ii) Employer has, by expending considerable effort and funds, placed Employee in a position in which Employee can establish personal relationships with the healthcare facility's personnel, and as a result exert influence on said healthcare facility's choice of future providers of nurse supervisor or nursing related services; and
- (iii) Were it not for Employer placing Employee in this position, Employee would be required to expend his or her own time and money to develop a similar relationship with the healthcare facility;
- (iv) During Employee's association with Employer, Employee has been and will continue to be brought into contact with Employer's confidential methods of operation and trade secrets, including know-how, data and other information about Employer's operations and business of a confidential nature; and that such information gives to the relationship a special and unique value.
- (v) The Employee understands and agrees that, through the Employee's association and relationship with the Employer as one of its nurse supervisor employees, the Employee has had, and shall continue to have, access to, and has acquired, and shall continue to acquire, a considerable amount of confidential and proprietary information, knowledge, and experience with respect to the Employer's relationships with the personnel of the healthcare facility and the Employer's employees, contractors and referral sources, and has established, and shall continue to establish, personal relationships with the personnel of the healthcare facility and Employer's employees, contractors and referral sources; that but for the Employee's association with the Employer as one of its nurse supervisor employees, the Employee would not have had, or continued to have, access to, or have acquired, or continued to acquire, any of the confidential and proprietary information, knowledge, and experience with respect to, the Employer's relationships with the healthcare facility or the Employer's practice, employees, contractors or referral sources, and would not have established, or continued to establish, personal relationships with the personnel of the healthcare facility or the Employer's employees, contractors or referral sources; that the Employer's relationships with the healthcare facility and their personnel as well as Employer's relationship with its employees, contractors and referral sources are an integral part of the Employer's practice; that the information and knowledge with respect to the Employer's practice, its relationships with the healthcare facility and their personnel as well as Employer's relationships with its employees, contractors and referral sources are extremely confidential and constitute valuable, unique, and special property of the Employer; that it is extremely important for the Employer to use its maximum efforts to prevent the loss of such relationships or any such confidential, valuable, special, and unique information, knowledge, or property with respect thereto; and that it would be extremely detrimental and result in irreparable injury to the Employer and its goodwill if disclosed or used by the Employee to compete with the Employer.
- (vi) The Employee therefore understands and agrees that, because of the nature of the Employer's practice, it is reasonable and necessary to afford fair protection to the Employer from (a) such disclosures, uses, or loss of any such confidential, valuable, specialized, and unique information, knowledge, or property during and subsequent to the term of employment under this Agreement at any time and (b)

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competition during and subsequent to the Employment Term for a limited period of time and with respect to a limited geographic area, as hereinafter provided.

- B. **Covenant Not to Compete.** The Employee hereby covenants and agrees that for the total duration of the Employee's employment with Employer, the Employee shall not, except in connection with the performance of the Employee's duties hereunder, participate or engage, directly or indirectly, on behalf of the Employee, or on behalf of or in concert with any other person or entity, in any capacity whatsoever, whether as a proprietorship, partner, joint venturer, investor, member, shareholder, director, officer, employee, consultant, independent contractor, administrator, manager, agent, or otherwise, in any aspect of, or any business involving, the practice of nursing as a nurse supervisor or other nursing-related occupation. Furthermore, for twelve (12) months after the termination or expiration of this Agreement or the Employee's employment with the Employer hereunder for any reason, Employee shall not participate or engage, directly or indirectly, on behalf of the Employee, or on behalf of or in concert with any other person or entity, in any capacity whatsoever, whether as a proprietorship, partner, joint venturer, investor, member, shareholder, director, officer, employee, consultant, independent contractor, administrator, manager, agent, or otherwise, in any aspect of, or any business involving, the practice of nursing as a nurse supervisor or other nursing-related occupation with the healthcare facility, within 10 miles of the healthcare facility where the Employer provides nurse supervisor or other related nursing occupations, (the "Restricted Territory"). Provided, however, that the Employee's ownership of less than a one percent (1%) interest in a publicly held entity solely for investment purposes shall not, by itself, be deemed to constitute a breach of this Section. Accordingly, the Employee agrees that during the term of this Agreement and for a period of twelve (12) months after its termination, Employee will not in any manner other than pursuant to a written agreement with Employer, directly or indirectly (including without limitation, as an employee or contractor of the healthcare facility) as an employee or contractor of an individual or entity which contracts with the healthcare facility to provide nurse supervisor or other related nursing occupations), provide or solicit to provide, services at the healthcare facility, nor will Employee persuade or attempt to persuade the healthcare facility, to terminate its relationship with Employer. It is the intention of the parties to restrict the activities of Employee in a manner which reasonably protects the legitimate business interests of Employer; recognizing that during the twelve (12) month period of this restriction, the healthcare facility, if having terminated their arrangement with Employer, may choose to resume their relationship with Employer or its affiliates or subsidiaries.
- C. **Covenant Not to Disclose Proprietary Information.** The Employee further covenants and agrees that the Employee shall not (except as required by law, in connection with the performance of the Employee's duties hereunder, or with the prior written consent of the Employer) at any time during or following the termination or expiration of this Agreement or the Employee's employment with the Employer hereunder for any reason whatsoever, directly or indirectly, disclose, divulge, reveal, report, publish, transfer, or use, for any purpose whatsoever, "Proprietary Information" (as hereinafter defined); provided, however, the Employee shall be entitled to disclose such Proprietary Information to the Employee's attorneys, accountants, or financial advisors who have a "need to know" such information in their capacities as advisors to the Employee; and further provided, the Employee shall be responsible for any breach of this Section by any such attorney, accountant, or financial advisor. The Employee further covenants and agrees not to remove any "Proprietary Information" from the premises of the Employer and to promptly return any "Proprietary Information" to the Employer that the Employee may at any time discover to be in the Employee's possession. For purposes of this Agreement, "Proprietary Information" shall mean any information or materials that the Employee has obtained or that has been disclosed to the Employee, whether intentionally or unintentionally, as a result of the Employee's association and relationship with the Employer as one of its employees, relating to

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the Employer or its practice, its relationship with the healthcare facility, its employees, its contractors or its referral sources, regardless of whether any such information is marked as confidential or proprietary, and regardless of its medium, including, without limitation, (a) the name of, or any list or lists which identify, the healthcare facility or Employer's employees, contractors or referral sources; (b) any forms, agreements, or documents developed by or for the Employer; (c) the business plans or objectives of the Employer; (d) any financial or management procedures of the Employer; (e) any trade secrets of the Employer; (f) any nursing procedures developed by any officer, director, shareholder, employee, member, consultant, or agent of the Employer; (g) any databases, computer programs, computer printouts, files, records, documents, or other papers, information, or materials concerning the Employer's business or financial affairs or the Employer's practice, its relationship with the healthcare facility, its employees, its contractors or its referral sources; (h) any other information not generally known that is disclosed to the Employee or known by the Employee as a consequence of the Employee's association and relationship with the Employer as one of its employees; and (i) any other information or materials related to any of the foregoing. Proprietary Information shall not, however, for purposes of this Agreement, include any information that is or becomes publicly available information through no fault or act of the Employee.

- D. **Covenant Not to Hire Employees or Contractors.** The Employee further covenants and agrees that, for the period commencing with the date hereof and ending twelve (12) months after the Effective Date of Termination for any reason whatsoever, the Employee shall not, except in connection with the performance of the Employee's duties hereunder, directly or indirectly, whether for or on behalf of the Employee or any other person or entity, hire or engage, or attempt to hire or engage, any individual who shall have been an employee or contractor of the Employer at any time during the one (1) year period immediately preceding the Employee's Effective Date of Termination of employment with the Employer.
- E. **Covenant Not to Solicit Referral Sources.** The Employee further covenants and agrees that, for the period commencing with the date hereof and ending twelve (12) months after the Employee's Effective Date of Termination for any reason whatsoever, the Employee shall not, except in connection with the performance of the Employee's duties hereunder, directly or indirectly, whether for or on behalf of the Employee or any other person, contact or solicit any referral source for patients of the Employer for the purpose of obtaining referrals of patients to any individual or entity other than Employer.
- F. **Remedies.** The Employee acknowledges that the restrictive covenants set forth above are reasonable and necessary protections of the legitimate interests of the Employer; that any violation of these restrictive covenants would cause substantial injury and irreparable harm to the Employer and its goodwill; that it is extremely difficult, if not impossible, to ascertain with certainty the actual damages that would result to the Employer in the event of a breach or threatened breach by the Employee of any of the restrictive covenants contained herein; and that the Employer would not have entered into this Agreement without receiving the Employee's additional consideration in binding the Employee to these restrictive covenants. Accordingly, in the event of any violation of these restrictions, the Employer shall be entitled to preliminary and permanent injunctive relief, in addition to any other remedy, including attorney's fees, paralegal fees, and costs of enforcement incurred by the Employer in any litigation to enforce same.
- G. **Construction.** If the Employee violates any restrictive covenant set forth above and the Employer brings an action for injunctive or other relief, the Employer shall not, as a result of the time

involved in obtaining the relief, be deprived of the benefit of the full period of the restrictive covenant. Accordingly, such restrictive covenant shall be deemed to have the duration herein computed from the date the relief is granted, but reduced by the time between the period when the restrictive covenant began to run and the date of the first violation of the restrictive covenant by the Employee. If any court shall determine that the duration or geographical limit of any restrictive covenant contained herein is unenforceable, it is the intention of the parties hereto that such restrictive covenant shall not thereby be terminated, but shall be deemed amended to the extent required to render it valid and enforceable, such amendment to apply only with respect to the operation of same in the jurisdiction of the court that has made the adjudication. The failure of the Employer to enforce any provision or provisions herein shall not in any way be construed to be a waiver of any such provision or provisions, nor prevent the Employer from thereafter enforcing each and every other provision set forth above. The provisions shall survive the termination of this Agreement.

- H. Reasonableness of Restrictions and Remedies. THE EMPLOYEE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS SET FORTH ABOVE AND, HAVING DONE SO, AGREES THAT THE RESTRICTIVE COVENANTS SET FORTH HEREIN AND THE REMEDIES AFFORDED THE EMPLOYER HEREUNDER ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE LEGITIMATE INTERESTS OF THE EMPLOYER AND ITS GOODWILL. THE EMPLOYEE FURTHER AGREES THAT THE RESTRICTIVE COVENANTS SHALL NOT UNDULY IMPAIR THE EMPLOYEE'S ABILITY TO SECURE EMPLOYMENT WITHIN THE FIELD OR FIELDS OF HIS/HER CHOICE INCLUDING, WITHOUT LIMITATION, THOSE AREAS IN WHICH THE EMPLOYEE IS, IS TO BE, OR HAS BEEN EMPLOYED BY THE EMPLOYER. THE EMPLOYER FURTHER AGREES THAT IF A TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, OR PERMANENT INJUNCTION IS GRANTED IN ORDER TO PREVENT OR RESTRAIN ANY BREACH OF A RESTRICTIVE COVENANT SET FORTH HEREIN BY THE EMPLOYEE OR BY ANY OTHER PERSONS OR ENTITIES DIRECTLY OR INDIRECTLY ACTING FOR, ON BEHALF OF, OR WITH THE EMPLOYEE, THAT SUCH TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, OR PERMANENT INJUNCTION SHALL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE OF THE COMMUNITY COVERED BY THE RESTRICTIVE COVENANT.
  - I. Independent Nature of Restrictions and Survival. The foregoing covenants set forth above shall (i) be construed as agreements and covenants separate, independent and mutually exclusive of any other provision of this Agreement, (ii) be binding upon, and inure to the benefit of Employer, its successors and assigns, and (iii) survive the termination, expiration or other cessation of this Agreement or of Employee's employment with Employer. The existence of any claim or cause of action of Employee against Employer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Employer of the agreements and covenants contained herein.
5. ASSIGNABILITY. Neither this Agreement nor any right or interest hereunder shall be assignable by the Employee, his or her beneficiaries, or legal representatives without the Employer's prior written consent; provided, however, that nothing herein shall preclude (i) the Employee from designating a beneficiary to receive any benefit payable hereunder upon his or her death, (ii) the executors, administrators, or other legal representative of the Employee or his or her estate from assigning any rights hereunder to the person or persons entitled thereunto, (iii) the assignment by the Employer of the compensation owed to the Employee hereunder to a garnishee upon the receipt of a garnishment order of any local, state, or federal authority received by the Employer, or (iv) the assignment by the Employer of its rights and obligations under this Agreement.



6. **AMENDMENT.** No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.
7. **WAIVER OF BREACH.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver or breach of any other provision or any subsequent breach by any party.
8. **TERMINATION DUE TO LEGISLATIVE OR ADMINISTRATIVE CHANGE** In the event that there are changes in the current federal or state laws or regulations, the Employer may immediately terminate this Agreement by providing appropriate notice to the Employee.
9. **GOVERNING LAW.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of New York. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in New York State.
10. **COSTS OF ENFORCEMENT.** If either party incurs any attorney's fees or costs in any action at law or equity, which is brought to enforce or to interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements in addition to any other relief to which such party may be found entitled by a court of competent jurisdiction.
11. **SEVERABILITY.** If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby.
12. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the Parties need not sign the same counterpart. In the execution of this Agreement, facsimile or scanned and e-mailed manual signatures shall be fully effective for all purposes.
13. **GENDER.** Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine and feminine.
14. **ENTIRE AGREEMENT.** This agreement and any exhibits or attachments to this Agreement together constitute the entire agreement and understanding by and between the Employer and the Employee with respect to the employment herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

The Employer and the Employee have each duly executed this Agreement as of the date set forth below.

Employer:  
Universal Medical Record Services Corp

By: \_\_\_\_\_  
**STEVEN CHARLES COHN, M.D.**  
**President/CEO**  
Date: \_\_\_\_\_

**Notary**

By: \_\_\_\_\_  
**EMPLOYEE**  
Date: \_\_\_\_\_

**Notary**