

IN THE CIRCUIT COURT OF THE NINTH  
JUDICIAL CIRCUIT IN AND FOR ORANGE  
COUNTY, FLORIDA

ROMITA MUKERJEE, M.D.,

CASE NO. 2016-CA-007096-O

Plaintiff(s),

vs.

CENTRAL FLORIDA INPATIENT MEDICINE,  
P.A.,

Defendant(s).

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**RESPONSES TO PLAINTIFF'S FIRST REQUEST TO PRODUCE**

Defendant, CENTRAL FLORIDA INPATIENT MEDICINE, P.A., pursuant to Rule

1.350, hereby responds to Plaintiff's initial Request to Produce as follows:

1. Objection as this request is vague, overbroad and unduly burdensome. Furthermore, documents sought are confidential and/or proprietary in nature. Notwithstanding those objections and without waiver thereto, please see documents attached.
2. While Defendant is under no obligation to create lists that are not in existence, please find below a list of the persons involved in evaluating whether or not the Plaintiff was entitled to the Salary Guarantee:  

Krishan Nagda, M.D., CEO and Vrunda Patel, Human Resources. C/O Jack T. Cook, Humphrey Law Group, P.A., Altamonte Springs, Florida.
3. A copy of the Employment Agreement is attached. All other copies would be entirely duplicative.
4. No documents responsive to this request.
5. No documents responsive to this request.
6. Objection as this request is vague, overbroad and unduly burdensome. Furthermore, documents sought are confidential and/or proprietary in nature. Notwithstanding those objections and without waiver thereto, please see documents attached in response to RTP #1.

7. Objection as this request is vague, overbroad and unduly burdensome. Furthermore, documents sought are confidential and/or proprietary in nature. Notwithstanding those objections and without waiver thereto, please see documents attached in response to RTP #1.
8. Objection as this request is vague, overbroad and unduly burdensome. Furthermore, documents sought are confidential and/or proprietary in nature. Notwithstanding those objections and without waiver thereto, please see documents attached in response to RTP #1.
9. Please see attachment to RTP #1.
10. No documents responsive to this request.
11. No documents responsive to this request.
12. Objection as this request is vague, overbroad, unduly burdensome, and is not reasonably calculated to lead to the discovery of admissible evidence.
13. Objection as this request is vague, overbroad and unduly burdensome. Furthermore, documents sought are confidential and/or proprietary in nature. Notwithstanding those objections and without waiver thereto, please see documents attached in response to RTP #1.
14. Privilege log will be filed under separate cover as required by Florida Rule of Civil Procedure 1.280(b)(6).

### **CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished through the Court's E-Filing Portal to Plaintiff's counsel, Richard P. Spence, Esq., [Richard@GoSpenceLaw.com](mailto:Richard@GoSpenceLaw.com), and to all other parties of record, who have been served and entered an appearance and/or responded in this matter on this 10th day of February, 2017.

**/s/Jack T. Cook**

MARK A. HUMPHREY

Florida Bar No.: 0118990

K. SCOTT JONES

Florida Bar No.: 0561541

JACK T. COOK

Florida Bar No.: 0088589

[mark@humphreylawgroup.com](mailto:mark@humphreylawgroup.com)

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RTP  
|

**Mukerjee Yearly Counts**  
**April 16, 2014- April 15, 2015**

2014 total pts seen by phy	Physician A	Physician B	Physician C	Physician D	Mukerjee	WP Total Counts	WP Avg. count/Phy
April 16-30 2014	175	347	188	197	106	1013	202.6
May	421	512	467	272	360	2032	406.4
June	374	558	338	450	391	2111	422.2
July	446	593	421	447	384	2291	458.2
August	443	640	209	524	539	2355	471
September	450	401	469	398	411	2129	425.8
October	364	537	383	375	445	2104	420.8
November	458	443	337	0	379	1617	323.4
December	471	595	373	430	324	2193	438.6
<b>2015 total pts seen by phy</b>							
January	369	589	477	419	429	2283	456.6
February	348	513	407	429	356	2053	410.6
March	254	524	425	443	414	2060	412
						997	199.4
Total counts for the year	4573	6557	4739	4603	4766	25238	
Total Months	11.5	12	12	11	12	12	

## CFIM HOSPITALIST EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 31<sup>st</sup> day of March, 2014 by and between Central Florida Inpatient Medicine, P.A., a Florida professional corporation ("CORPORATION"), whose address is 917 Rinehart Road, Suite 1051, Lake Mary, Florida 32746, and Romita Mukerjee, M.D. ("PHYSICIAN"), whose address is 12950 Entrada Drive, Orlando, FL 32837.

**WHEREAS**, the CORPORATION is engaged in the practice of medicine solely through its physician-employees; and

**WHEREAS**, PHYSICIAN is duly licensed as a Doctor of Medicine or Doctor of Osteopathic Medicine; and

**WHEREAS**, the CORPORATION desires to employ PHYSICIAN and PHYSICIAN desires to accept such employment during the term of this Agreement upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants contained herein and the monies to be paid hereunder, the parties hereto agree as follows:

1. **Employment and Term:** The CORPORATION hereby employs the PHYSICIAN, and the PHYSICIAN hereby accepts such employment, to render professional services as a Doctor of Medicine. This agreement shall be effective for an initial term of 1 year from the effective date 15<sup>th</sup> Apr. 2014 and thereafter shall automatically renew for additional terms of one (1) year each, unless and until terminated in accordance with section 11.
2. **Duties and Performance:** The PHYSICIAN agrees to devote his/her best efforts to providing services in the practice of medicine on behalf of the CORPORATION on a full-time basis. In that regard, the PHYSICIAN will not practice medicine other than as a PHYSICIAN of the CORPORATION. During the term of this Agreement, PHYSICIAN shall engage in the practice of medicine for CORPORATION and shall perform such administrative and managerial duties as may be assigned to PHYSICIAN by CORPORATION. PHYSICIAN agrees to devote his/her entire professional time, ability, and attention to CORPORATION, except as otherwise expressly permitted in writing by CORPORATION. PHYSICIAN shall provide that level of care that is medically necessary and consistent with sound medical practice and the peer review programs of CORPORATION, and in accordance with accepted community professional standards for rendering high quality medical care. PHYSICIAN shall adhere to all recognized professional medical ethics. PHYSICIAN agrees not to commit or engage in any form of action or conduct that would have a likelihood of injuring the professional reputation and standing of CORPORATION, or any of their respective partners, members, shareholders, or affiliates. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall impair the independent medical judgment of PHYSICIAN or control the manner in which PHYSICIAN performs medical services.
3. **Compensation:**
  - a. The CORPORATION shall pay to PHYSICIAN compensation as itemized on the attached Exhibit A, which is incorporated herein by reference.
  - b. All calculations to be made under Exhibit A (i.e., for base salary and/or productivity bonuses as the case may be), shall be made by the accountant regularly utilized by the CORPORATION and shall be final and binding on the parties hereto in the absence of manifest error.

4. **Professional Expenses:** The CORPORATION will pay the following:
- a. Premiums for professional liability insurance covering the PHYSICIAN during the term of employment. At present, the professional liability insurance coverage that is in effect does not require the PHYSICIAN to purchase a "tail" or extended reporting period for this policy term. However, in the event of the termination of his/her employment, the PHYSICIAN must obtain confirmation in writing from CORPORATION to confirm that "tail" or extended reporting period is providing coverage for the full term of employment. If there are any periods that are not included in the "tail" or extended reporting period coverage provided by the CORPORATION, then the PHYSICIAN will be responsible to purchase coverage for that uncovered period. This coverage will be evidenced by providing the CORPORATION with proof of coverage with the same limits of liability as is in effect at the time of termination and the coverage dates for the term of employment. Failure to do so will result in the cost of the "tail" or extended reporting period being paid from the last pay period for the physician. If there are not sufficient funds to pay for this coverage, then physician will reimburse corporation within (10) ten days of demand by corporation.
  - b. The cost of a pager and cellular phone (however, the PHYSICIAN will be responsible for expenses related to long distance personal calls).
5. **Fees:** The CORPORATION shall have the exclusive authority to determine the fees (or a procedure for establishing the fees) to be charged patients of the CORPORATION who are treated by PHYSICIAN in the course of his/her employment. All sums paid by any patient in the way of fees or otherwise for medical services rendered by the PHYSICIAN will belong to the CORPORATION and will be included in the CORPORATION'S income.
6. **Health Insurance and 401K:**
- a. During the term of this Agreement, PHYSICIAN shall be entitled to the same group health insurance benefits as are provided generally to the CORPORATION'S physician employees.
  - b. During PHYSICIAN'S period of employment hereunder, PHYSICIAN shall be entitled to participate in the CORPORATION'S 401(k) plan and any other qualified plan that is a successor to such plan as the CORPORATION may make generally available to all of its non-shareholder physicians from time to time; subject, however, as to provisions of such plans or other limitations as may be imposed by the CORPORATION on such plans from time to time. PHYSICIAN further covenants and agrees that all contributions, elective deferrals and matching contributions that are made by the CORPORATION on his/her behalf to any of such qualified plans during a plan year will reduce any compensation, including Salary and any bonus payments, if any, paid to PHYSICIAN, under the terms of this Agreement.
7. **Patients and Patient/Medical Records:** The CORPORATION will have the exclusive authority to determine who will be accepted as its patients and to designate (or to establish a procedure for designating) which PHYSICIAN will treat each patient. All medical records and patient information concerning patients of the practice shall be the property of the CORPORATION and shall be maintained and filed in accordance with the CORPORATION'S usual and customary policies and procedures. The CORPORATION and PHYSICIAN agree to maintain the confidentiality of patient medical records and prevent unauthorized disclosure in accordance with the laws of the State of Florida and such Federal laws as may be applicable from time to time. Upon the request of any patient, PHYSICIAN shall have the right to copy and examine records of the patient provided

that the copying of the records does not violate professional ethics and is performed during regular office hours by the CORPORATIONS staff.

8. **Policies and Procedures:** The CORPORATION will have the exclusive authority to establish from time to time the policies and procedures to be followed by the PHYSICIAN in treating its patients.
9. **Vacation and Educational Time Off:** The PHYSICIAN will be entitled to sixteen (16) days off with pay for vacation and educational leave during each of employment. Time off will be scheduled with the consent of the CORPORATION, so as to assure proper patient coverage. The specific seminars, courses and meetings to be attended will be subject to the CORPORATION'S approval.
10. **Reimbursement of Disallowed Amounts:** Any sums: (a) paid by the CORPORATION to or on behalf of PHYSICIAN (including, but not limited to, compensation, and other fringe benefits) which are subsequently disallowed in whole or in part as a deductible expense for federal income tax purposes; or (b) paid to the CORPORATION by a third-party payer as reimbursement for charges for services rendered by PHYSICIAN which are subsequently disallowed as a properly reimbursable charge, shall be reimbursed by PHYSICIAN to the CORPORATION within ninety (90) days after the final determination thereof, to the full extent of the tax paid by the CORPORATION as a result of the disallowance, or deficiency payable to the third-party payer as a result of the disallowance, as the case may be. In lieu of payment by PHYSICIAN, the CORPORATION shall have the right to withhold the amount of any such disallowance or deficiency from any amounts payable by the CORPORATION to PHYSICIAN hereunder. This paragraph shall survive the termination of this Agreement and the termination of PHYSICIAN'S employment with the CORPORATION.

**11. Termination of Employment:**

- a. Either party may terminate the PHYSICIAN'S employment with the CORPORATION by delivering to the other party written notice of such termination by via hand delivery or registered mail not less than sixty (60) days prior to the effective date thereof. Notwithstanding anything contained herein to the contrary, if notice of termination is given by PHYSICIAN, the CORPORATION shall have the option of advancing the effective date of termination to a date not less than fifteen (15) days from receipt of the termination notice from PHYSICIAN, which option shall be exercised by the CORPORATION by written communication to PHYSICIAN within ten (10) days of receipt of said notice, in which event the CORPORATION shall have no further obligations to PHYSICIAN after said fifteen (15) day period.
- b. The CORPORATION may immediately terminate the PHYSICIAN'S employment for cause after providing the Physician with written notice of the "cause" and 15 days to correct the issue. "Cause" means any one of the following acts by the PHYSICIAN:
  - i. Disclosure of the terms of this contract to any person or entity without prior written authorization of CORPORATION.
  - ii. Loss of medical licensure, hospital privileges or managed care credentialing
  - iii. Refusal or willful failure to take call or to otherwise provide timely coverage on behalf of the CORPORATION;
  - iv. Neglect of patients;
  - v. Demonstrable Alienation of the CORPORATION'S referral sources;
  - vi. Failure to comply with the policies and procedures established by the CORPORATION;
  - vii. Behavior which, in the judgment of the Board of Directors discredits the reputation or credibility of the CORPORATION.

- c. In the event that either party terminates PHYSICIAN'S employment with the CORPORATION in accordance with the terms of this paragraph 11 above, PHYSICIAN, if requested by the CORPORATION, shall continue to render services hereunder on behalf of the CORPORATION for the sixty (60) day period until the effective date of termination, and shall, in such event, be paid the compensation due him/her hereunder for the remainder of such sixty (60) day period.
- d. In the event the PHYSICIAN is not requested to render the services, or the CORPORATION exercises its option to advance the termination date, the CORPORATION shall pay PHYSICIAN compensation due him/her for the fifteen (15) day period following receipt of the notice of termination. Notwithstanding anything herein to the contrary, if the PHYSICIAN is terminated for cause under paragraph 11(b), the CORPORATION shall pay PHYSICIAN only for compensation due to him/her through the day of the written notice of immediate termination.
- e. Upon termination by either party, the Physician's last paycheck plus any applicable bonus money will be paid in a "live" check and held until written confirmation is received of completion of the following items:
  - 1. Tail coverage
  - 2. Medical records completed at all hospitals
  - 3. All billing information submitted to the office
  - 4. All death certificates signed
  - 5. All CFIM equipment handed into the office
  - 6. Exit interview completed

**12. Restrictive Covenant:**

- a. In the event of his/her termination of employment with the CORPORATION, the PHYSICIAN agrees that for a period of two (2) years following the effective date of such termination PHYSICIAN will not, on his/her own behalf or on behalf of any person, firm, partnership, association, corporation, or business organization, entity or enterprise, either directly or indirectly, (i) perform medical services as a Hospitalist in PHYSICIAN'S Primary Hospital (Hospital in which the Physician has performed most of his/her services in the last 6 months based on the highest number of encounters at the hospital in the time period) in which the CORPORATION is providing Inpatient Medical Services at the time of his/her termination or (ii) enter into any agreement on an individual basis or in conjunction with any other physician, or through a Physician's Group Practice to provide Inpatient Medical Services or other services similar to it that are primarily hospital based with any Health Maintenance Organization, insurance company, or MSO/PHO. For purposes of this Agreement, Inpatient Medical Services means medical management of patients who are being treated on an inpatient basis in a hospital, sub-acute, or physical rehabilitation facility; patients receiving skilled nursing home services; and patients receiving custodial nursing services. **Notwithstanding 12 a (i) and 12 a (ii), PHYSICIAN will be allowed to practice medicine without restrictions as a primary care physician and admit and treat his/her own patients at any of the facilities in which the CORPORATION operates. Urgent care facilities are also excluded from this covenant.**
- b. The PHYSICIAN acknowledges that this restrictive covenant is reasonably necessary to protect the CORPORATION'S legitimate business interests, which are represented by, among other things, the substantial relationships between the CORPORATION and its patients, referral sources, hospitals, insurance companies and other third party payers, as well as the goodwill established by the CORPORATION with patients, referral sources and hospitals in the Central Florida area over a



protracted period.

- c. The PHYSICIAN recognizes the fact that the CORPORATION would not sign this Agreement without the inclusion of this covenant, and the PHYSICIAN confirms the sufficiency of the consideration received by him/her, in the form of employment by the CORPORATION, in accepting this covenant as a material term of the Agreement.
- d. It is understood by the parties that no amount of money would adequately compensate the CORPORATION for damages which the parties acknowledge would be suffered as a result of the violation of the terms of this provision by the PHYSICIAN, and they confirm that any such violation would result in irreparable injury to the CORPORATION because of the reduction in its income caused by the loss of or damage to the aforesaid relationships. It is agreed that the CORPORATION shall, in addition to all other remedies available at law and equity, be entitled to specific performance of this provision and be entitled to both preliminary and permanent injunctions to halt or prevent any such violations of this covenant. In the event of a dispute concerning the covenants contained in this paragraph 12, the prevailing party shall recover from the non-prevailing party, in addition to remedies provided under law, all court costs, attorneys' fees and legal fees.
- e. The period set forth in Subparagraph (a) above will be tolled during any time in which the PHYSICIAN is in violation of the restrictive covenant contained herein, and that period will begin to run from the date the PHYSICIAN ceases such violation.
- f. The PHYSICIAN agrees that the restrictions contained in the above covenant are not contrary to the public health, safety or welfare and that they are reasonable and will permit the PHYSICIAN to continue his/her livelihood, without significant financial detriment, outside the aforementioned restricted facilities.
- g. Notwithstanding the above, the parties stipulate and agree that should the PHYSICIAN violate this covenant not to compete, he/she will pay to the CORPORATION as liquidated damages the sum of \$300,000.00, by certified check, within thirty (30) days following the date of commencement of the PHYSICIAN'S competing practice. After careful consideration, this amount has been determined by the parties to be a reasonable estimate of damages (and not a penalty) in recognition of the training and enhancement of skills the PHYSICIAN has received while employed by the CORPORATION. The CORPORATION agrees that full payment of this obligation by the PHYSICIAN will be in consideration for and accepted by the CORPORATION in lieu of its enforcement of the restrictive covenant. Should payment not be made in a timely fashion for any reason, this covenant not to compete will be fully enforceable under its terms.
- h. In the event that it is determined by a court of competent jurisdiction that any restriction contained in this paragraph 12 is excessive as to duration and/or scope, it is intended that such restriction be enforced for such shorter duration or with such narrower scope as will render it enforceable.
- i. The provisions of this paragraph 12 shall survive the termination of PHYSICIAN'S employment with the CORPORATION and the termination of this Agreement.
- j. The Restrictive Covenant will be waived until the PHYSICIAN has completed 6 months of employment with the CORPORATION. This 6 month period will include the required 60 day termination notice, so

Physician must submit his/her resignation and complete their 60 day notice before the completion of 6 months of employment for the Restrictive Covenant to be waived.

**13. Confidential Information.**

- a. **Non-disclosure.** PHYSICIAN recognizes and acknowledges that he/she has had in the past, currently has, and in the future may possibly have, access to certain confidential information, trade secrets (as defined in Section 812.081 of the Florida Statutes), proprietary records or data, and other proprietary information of the CORPORATION that is valuable, special and/or unique to the CORPORATION'S business ("Confidential Information"). PHYSICIAN agrees that he/she will not disclose such Confidential Information to any person, firm, corporation, association or other entity unless (i) such information becomes available to or known by the public generally through no fault of the PHYSICIAN, (ii) disclosure is required by law or the order of any governmental authority under color of law, provided, that prior to disclosing any information pursuant to this clause, PHYSICIAN shall, if possible, give prior written notice to the other parties hereto, and provide such other parties hereto with the opportunity to contest such disclosure, (iii) PHYSICIAN reasonably believes that such disclosure is required in connection with the defense of a lawsuit against the PHYSICIAN. In the event of a breach or threatened breach by the PHYSICIAN of the provisions of this paragraph, the CORPORATION shall be entitled to an injunction restraining PHYSICIAN from disclosing, in whole or in part, such Confidential Information. Nothing herein shall be construed as prohibiting CORPORATION from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages. The obligations of the parties under this paragraph shall survive the termination of this Agreement.
- b. **Return of Records.** Upon the termination of the Agreement, the PHYSICIAN shall promptly return to the Corporation all Confidential Information, including all property, equipment, materials, records, documents, plans, strategies, analyses and works of authorship fixed in any tangible medium of expression, including with limitation, all computer disks, tapes and print-outs, that PHYSICIAN has prepared or that have come into PHYSICIAN'S possession during his/her employment with the CORPORATION that relate to the services rendered on behalf of the Corporation.

**14. Limitations on Authority.** Without the express written consent of the CORPORATION, the PHYSICIAN will have no apparent or implied authority to:

- a. Pledge the credit of the CORPORATION or any of its other PHYSICIAN'S.
- b. Bind the CORPORATION under any contract, agreement, note, mortgage or other obligation.
- c. Release or discharge any debt due the CORPORATION unless the CORPORATION has received the full amount thereof.
- d. Sell, mortgage, transfer or otherwise dispose of any assets of the CORPORATION.

**15. Disability.** If as a result of illness or injury PHYSICIAN becomes unable to adequately perform his/her regular duties on behalf of the CORPORATION for a continuous period of sixty (60) days during any twelve (12) month period, he/she be considered disabled. In such event, PHYSICIAN shall receive his/her salary for said Sixty (60) day period, following which date his/her employment with the CORPORATION shall terminate and PHYSICIAN shall not be entitled to any further salary or compensation hereunder. The issue of disability hereunder shall be determined by a majority of the Corporation's Board of Directors and its decision shall be

final and binding on PHYSICIAN.

- 16. **Invalid Provision:** The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 17. **Assignment:** This Agreement may not be assigned by PHYSICIAN without the express written consent of CORPORATION, which consent may be withheld in the CORPORATION'S own discretion. This Agreement may be assigned by CORPORATION.
- 18. **Unethical or Illegal Activity:** If the PHYSICIAN becomes aware of any unethical or illegal activities conducted by any PHYSICIAN of the CORPORATION in relation to the practice of medicine or billing for services by the CORPORATION, the PHYSICIAN has the duty to report such occurrences to the officers of the CORPORATION immediately or no later than one week of such knowledge, otherwise, the PHYSICIAN is considered a cohort in such activities.
- 19. **Modification:** No change or modification of this Agreement will be valid unless in writing and signed by the parties hereto.
- 20. **Applicable Law and Binding Effect:** This Agreement will be governed by and interpreted under the laws of the State of Florida, and venue for any legal proceedings or action at law arising out of or construing this Agreement shall lie in the state courts of Orange County, Florida. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors, and permitted assigns.
- 21. **Attorneys' Fees:** In the event of a dispute arising under this Agreement, the prevailing party will recover from the non-prevailing party, in addition to remedies provided under law, all court costs and reasonable attorneys' fees (including charges attributable to law clerks and paralegals) incurred in the enforcement of its/his/her rights hereunder.
- 22. **Entire Agreement and Modification of Existing Agreements:** All prior negotiations of the parties relating to the subject matter hereof have merged in and are superseded by this instrument, which contains the entire agreement of the parties. This agreement shall constitute a modification of any existing employment agreements between the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth above.

WITNESS #1:

CORPORATION:

Print Name: \_\_\_\_\_

CENTRAL FLORIDA INPATIENT MEDICINE, PA

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

By:   
Krishan Nagda, M.D., President and CEO

Date: \_\_\_\_\_

Date: 4/3/14

**WITNESS #2:**

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**PHYSICIAN:**

Romita Mukerjee, M.D.

Signature: Romita Mukerjee

Date: 31-Mar-2014

Termed  
5/31/2015

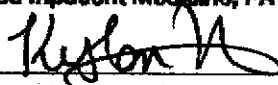
**EXHIBIT A**  
**CFIM HOSPITALIST COMPENSATION ADDENDUM**  
**NEW PHYSICIAN - TRADITIONAL**

Prepared for: Romita Mukerjee, M.D. / Effective Date: 16-Apr-2014

1. **Base Salary:** The Corporation shall pay to the Physician an annual base salary of **\$200,000**, to be paid in equal semi-monthly installments.
2. **Salary Guarantee:**
  - a. If the Physician averages the same number of encounters as the CFIM Hospitalists on a traditional schedule, the Corporation will guarantee a total compensation for the 1<sup>st</sup> year of employment of **\$230,000**. This guarantee will be calculated after the completion of the Physician's first full employment year.
  - b. If the Physician averages a minimum of 23 patients per weekday under this agreement, the Corporation will guarantee a total compensation for the 1<sup>st</sup> year of employment of **\$250,000**. This guarantee will be calculated after the completion of the Physician's first full employment year.
3. **Productivity Bonus:** In addition to the base salary as defined above, the Corporation shall pay to the Physician a productivity bonus equal to thirty percent (30%) of the amount of Net Collections of Physician (as defined hereunder) that exceed \$100,000 during each 4 months of employment. The Physician will not be entitled to a productivity bonus for the first six (6) months of employment. Therefore, the first collection period for a first year physician will be the Net Collections of Physician for months 7 through 10. Net Collections of the Physician is the amount collected by the Corporation (net of patient refunds, adjustments and expenses) attributable to the professional services rendered by the Physician on behalf of the Corporation. If the productivity bonus is equal to or less than \$20,000 it shall be paid in two equal installments during the following pay periods. If the productivity bonus is greater than \$20,000 then it shall be paid in 4 equal installments over the following 4 pay periods (i.e., the pay periods following the aforementioned 4 month period).  
Example:
  - 4 month period of collections attributable to Physician: **\$130,000**
  - Assigned Bonus: **\$9,000**
  - Paid in 2 installments of \$4500 over the following 2 pay periods
4. **Reimbursement of Fees:** If the Physician fails to complete at least one (1) full year of employment with the Corporation then he/she will be required to reimburse CFIM for any of the below applicable fees accrued by CFIM:
  - a. Credentialing fees
  - b. Any miscellaneous fees paid by the CORPORATION on behalf of the PHYSICIAN during the hiring process
5. If after the Corporation receives a signed agreement from the Physician, he/she decides not to join the practice, the Physician will be required to compensate the Corporation a one-time fee in the amount of **\$5000**.

**CORPORATION:**


Central Florida Inpatient Medicine, PA

Signature:   
Krishan Nagda, M.D., President and CEO

Date: 4/3/2014

**PHYSICIAN:**

Romita Mukerjee, M.D.

Signature: 

Date: 31-Mar-2014