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(FAX)

Employment Agreement

AGREEMENT, between Research Medical P.C., a professional service corporation organized and existing under the laws of the State of New York (the "Corporation") having offices at: (A) 575W 161 Street New York, N.Y. 10032 ("Location A"), (B) 229 W 97th Street, 10025 ("Location B") and the laws of the State of New York (the "Nurse Practitioner"). The Corporation and the Nurse Practitioner may hereafter be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Corporation desires to employ the Nurse Practitioner to provide high quality professional care to patients of the Corporation upon the terms and conditions hereafter set forth; and

WHEREAS, the Nurse Practitioner desires to accept the employment with the Corporation upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, the Parties agree as follows:

1. <u>EMPLOYMENT</u>: The Corporation hereby employs the Nurse Practitioner and the Nurse Practitioner hereby agrees to accept employment with the Corporation as a Family Practice Nurse Practitioner. The Nurse Practitioner shall be supervised by a designated physician as outlined in the Corporation's Collaborative Practice Agreement a copy of which is attached hereto as <u>Exhibit A</u>.

2. DUTIES AND RESPONSIBILITIES:

- 2.1 The duties of the Nurse Practitioner shall be those duties customarily performed by a family practice nurse practitioner; including the provision of professional services and such other duties as shall from time to time be agreed to by the Parties (collectively the "Professional Services"). The Nurse Practitioner agrees to (i) serve the Corporation faithfully and to do the best of her ability in performing the Professional Services, (ii) provide such Professional Services as are reasonably required by the Corporation and (iii) devote her entire professional time, attention and energies to the business of the Corporation during its regular office hours and at such times as mutually agreed upon between the Parties.
- 2.2 ALLOCATION OF TIME: Nurse Practitioner shall provide Professional Services at such times and at such locations as set forth on Schedule A, annexed hereto and made a part hereof. Any additional times or changes to Schedule A shall be made only upon the mutual written agreement of the Parties.
- 2.3 ADVERTISING AND MARKETING: It is understood and agreed that the Corporation shall have the right to promote and advertise the services of



