

# TAKING THE MYSTERY OUT OF ADMINISTRATOR EMPLOYMENT AGREEMENTS

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July 23, 2025



CLAY  
COUNTRYMAN

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Forefront Medical Management



ERIC  
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Vulcan Imaging Associates

# LEARNING OBJECTIVES

July 23, 2025

# EMPLOYMENT AGREEMENT

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- Do you want one?
- Why you need one!
- Mutual Benefits

# FUNDAMENTALS

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- Job Description
- Reporting Structure - Who do you report to?
- Bylaws - Do the by-laws address your position?
- Span of Control / Authority

# FUNDAMENTALS CONT.

- Practice Goals / Objectives
  - Are they clearly defined?
  - Are they aligned with how the practice is governed?
- Performance
  - What is the process for review?
  - Is success defined?
  - Support for professional growth (i.e. association involvement, conferences, etc.).

They pay me to build pipes, not to move rocks



# FUNDAMENTALS CONT.

- Expectations on Work Time and Availability
  - Is it 24/7/365?
- Compensation
  - Comp structure
  - Benefits
  - Comparison to Benchmarks
  - Incentive Compensation - know regulatory issues

# KEY LANGUAGE

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- Authority
  - Authority for actions, decisions, financial spending.
  - How to get approvals if needed, and from whom.
  - Addressed in practice governance documents?
  - Owner voting and decisions on certain matters (i.e., executive committee or all owners)
  - Are buy in and buy outs addressed in governance documents - to make your job easier.

# KEY LANGUAGE CONT.

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- Compensation
  - Different approaches to capture success and challenges.
  - Triggers to require review and/or increases. (i.e. growth of providers, employees, etc.)
  - Payment / reimbursement for continuing education, conferences, memberships.
  - Phantom Stock. (Separate agreement)

# KEY LANGUAGE CONT.

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- Term / Termination
  - Term or no term (i.e. At Will).
  - Notice Period
- Non-Competition / Non-Solicitation of Employees
  - Whether to agree to a non-compete agreement.
  - Non-compete goes away with sale of assets or controlling / voting interest.
  - Limitations on effectiveness.
  - Non-Solicitation limitations.

# KEY LANGUAGE CONT.

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- Sale of Practice Related Provisions
  - Automatic assignment without consent in the event of sale of majority of assets, sale of stock or LLC interests and/or change of voting control.
  - Severance.
  - Benefits impact; Health Insurance.
- Miscellaneous
  - Governing Law, venue.
  - Agree to mediation / arbitration?

# QUESTIONS?

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