

**XXXXXX**

## SAMPLE Employment Contract

This agreement is by and between XXX, Inc., a Nevada non-profit corporation, hereinafter XXX, and (insert name), M.D. hereinafter DOCTOR, and shall be effective on or about (insert date).

### WHEREAS:

- DOCTOR agrees to work for XXX in the position of Physician as set forth by the XXX Job Description and any revisions that may be made from time-to-time by the XXX Board of Directors, and
- XXX agrees to employ DOCTOR in the Exempt Professional classification of Physician to work at the (insert clinic name) Medical Clinic, and
- DOCTOR will be duly certified and licensed in the State of Nevada, by the Board of Medical Examiners to conduct the practice of medicine as a physician in accordance with Nevada Revised Statutes and Nevada Administrative Codes, and
- DOCTOR will be duly licensed by the U.S. Drug Enforcement Administration (DEA) and the Nevada Board of Pharmacy for both prescribing and dispensing, and:

Now therefore, both parties agree to the following:

### I. Compensation:

- A. XXX agrees to pay DOCTOR compensation in the amount of (insert salary amount) per year. Salary is to be paid in bi-weekly installments. Said compensation shall include full time service for a five day per week, outpatient family practice clinic, may include supervision of up to two (2) mid-level providers, and hospital shared call as may be required by the hospital's medical by-laws. DOCTOR acknowledges that the clinic(s) may operate on six day, extended hours schedule that may require at times, an adjusted work schedule. Any such varied schedule will be mutually agreed upon. XXX reserves the right to develop and implement a compensation incentive plan that may increase or decrease annual compensation and any additional compensation based on productivity.

Both parties herein agree that DOCTOR will receive additional compensation for any hospital inpatient services and any other non-clinic medical services performed, and shall be construed as

part of DOCTOR's total job responsibilities. Basis for such compensation shall be initially set at (insert percentage) of those charges actually collected for such services. Payment of such additional compensation shall be made quarterly, within sixty (60) days after the end of each quarter.

- B. XXX agrees to pay dues for professional membership in one national and one state or local professional organization of DOCTOR's choice. DOCTOR agrees to pay the initial Nevada licensing fee. Thereafter, XXX provides payment for the renewal of all required licenses and certifications necessary to practice, as described elsewhere in this agreement. All licensing or organizational fees paid by XXX are for purposes of assuring that DOCTOR is duly credentialed to work. In the event that DOCTOR leaves the employ of XXX before the licensing interval, a prorated refund will be required of DOCTOR, and may be retained as a portion of any final salary or payment of accrued vacation pay at the time of departure. XXX will also include DOCTOR under the XXX \$1,000,000/3,000,000 professional liability coverage as deemed under the Federal Tort Claims Act (FTCA). This coverage is occurrence-based and does not include tail coverage for prior acts. Such coverage is effective forever, for the period of DOCTOR's employment with XXX.
- C. DOCTOR is eligible for all fringe benefits as described in the current employee handbook including, but not limited to long term care disability insurance, medical, dental, and vision insurances, paid holidays and contribution to a retirement plan. Both parties agree that the Board of XXX may, from time to time, make changes to the fringe benefits and other matters of compensation. Specific eligibilities and other related requirements and/or restrictions are stipulated in the employee handbook.
- D. XXX agrees to reimburse DOCTOR for relocation expenses, not to exceed \$(insert amount) based on receipts produced by DOCTOR. In the event that the DOCTOR leaves the employ of XXX during the first year of employment, the monies reimbursed to DOCTOR for relocation expenses are to be repaid to XXX on a prorated share at the time of termination.

## II. Continuing Education:

- A. XXX shall provide DOCTOR up to ten (10) paid days leave and \$1,500 towards travel and fees, per contract year, for continuing education pertinent to those requirements for maintaining certification and licensure. If the DOCTOR has used the annual

\$.1500 allowed for CME but has not used all of the allotted ten days, they may then be eligible to receive an equivalent of \$200/day for the remaining days (to a maximum of five days) to apply towards other CME.

- B. CME will be reimbursed upon submission of appropriate receipts and documentation of course completion.
- C. XXX reserves the right to request that DOCTOR obtain certain training or certifications as may be deemed necessary by the Chief Medical Officer. If such requested training contributes to CME requirements, expenses shall be included in the above-described benefit. If no contributing CME results from such training, XXX agrees to cover all related costs of such training.
- D. Both XXX and DOCTOR agree that upon resignation or termination no CME will be approved or taken during the notice period.

III. Term:

- A. The term of this agreement shall be ( ) consecutive months commencing on or about (insert date) and ending on (insert date). The actual dates may vary and shall be mutually agreed to at a later date.
- B. This agreement supersedes any and all prior employment agreements and conditions, written or verbal, by and between DOCTOR and XXX.
- C. If, for whatever reason, a succeeding agreement is not in place at the termination of this agreement, it is agreed to by both parties that this agreement and all its terms and conditions shall remain in force including the 90 days prior written notice for termination without cause as indicated in Section IV.D. of this contract.

IV. Conditions:

- A. DOCTOR agrees to abide by all XXX policies and procedures in place at the time of this agreement and as may be developed from time to time, including those stipulated in the XXX Employee Handbook.
- B. DOCTOR agrees not to engage in the practice of his/her profession with any other entity while employed by XXX. Any exceptions must be negotiated, in writing and agreed to by both parties. DOCTOR further agrees to perform no duties or procedures beyond those specified in the Supervising Physician Agreement and approved by the Nevada Board of Medical Examiners. DOCTOR similarly agrees to adhere to all terms, conditions and limitations as required by the Nevada State Board of Pharmacy.

- C. DOCTOR understands that continued employment with XXX is conditional upon DOCTOR maintaining current licensure with the appropriate Nevada Medical Board and Board of Pharmacy.
- D. This agreement may be terminated by XXX immediately and without notice, for cause. Cause may be, but is not limited to any of the following:
1. Substance Abuse
  2. Gross disregard for or intentional non-compliance with XXX policy
  3. Physical or mental inability to continue in the practice of the profession
  4. Conviction of a felony
  5. Revocation, restriction or suspension of any pertinent licensure/certification or the loss of eligibility to provide medical services under Medicare, Medicaid or other essential healthcare program
  6. Malpractice
  7. Any conduct which is in direct conflict with the policies, mission and/or vision of XXX or is in any way detrimental to the best interest of XXX.
  8. Insubordination
  9. Material breach of any terms of this Agreement
- E. DOCTOR and XXX agree that any inventions, publications, copyrights, patents or other intellectual property developed by DOCTOR entirely on his own time without using XXX support, resources or proprietary/confidential information shall remain the exclusive property of DOCTOR. XXX reserves no rights whatsoever to such property or for compensation related thereto.
- F. DOCTOR understands and herein agrees, that on occasion, provision of provider coverage at any of several XXX clinic sites may be required.
- G. DOCTOR understands that the scope of duties of a XXX provider may include and are not limited to the following off-site activities: providing coverage at the hospital; participating in hospital call for unassigned patients performing street outreach, providing health education, other such activities outside of the physical clinic, or other locations that XXX may contract with to provide primary care services.

VI. MEDIATION/ARBITRATION: This agreement and all rights, obligations and liabilities arising hereunder shall be construed and

