

This is sample contract. You may use and modify it at your own risk. Pay close attention to the highlighted areas as they will need to be changed specific to your situation. We strongly recommend you have a lawyer review any contract before submitting a contract of your own or signing a contract. Hancock Educational Learning Programs are not lawyers, do not offer legal counsel and take no responsibility for what you choose to do with this information.

EMPLOYMENT AGREEMENT: from \_\_\_\_\_ to \_\_\_\_\_ with  
**NAME OF EMPLOYER**

This agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20**XXX**, by and between **NAME OF EMPLOYER** (hereinafter referred to as "Employer", and **YOUR NAME**, a Florida licensed Physician Assistant (hereinafter referred to as "Employee").

**RECITALS:**

The Employer is engaged in rendering professional services in the field of **YOUR FIELD** in the **AREA,COUNTY ETC.**. The Employee is a licensed Physician Assistant, who desires to assist Employer in its practice. Employer desires to engage in the services of Employee, and Employee desires to provide such services to Employer.

Now, therefore, in consideration of the covenants set forth herein, the parties agree as follows:

1. **SERVICES:** The employer hereby employs the employee and the employee hereby accepts such employment on the terms and conditions set forth in this agreement. The employee will actively perform services as a Physician Assistant on behalf of the employer, and will devote his best efforts to such practice. The employee shall provide the employer professional services as a Physician Assistant at the employer's office and at such hospitals and other facilities as the employer may direct pursuant to the terms and conditions of this agreement. Services shall include those generally performed by a licensed Physician Assistant as authorized by Section **INSERT YOUR STATE'S STATUTE #** of the **YOUR STATE** statutes, and shall be provided in conformance with the existing standards of care of the profession. The licensed physicians of the employer and the licensed Physician Assistant shall enter into a collaborative practice agreement pursuant to the requirements of the **YOUR STATE** department of Professional Regulation and which shall establish professional guidelines for the practice by and between parties. The employer will specifically have the power to determine the duties to be assigned to the employee and dates and hours of his duties for the employer, to review all services performed by him, and to determine, bill and collect all fees for such services. The employee shall accept and treat all patients or matters assigned to him by the employer, and shall turn over to the employer any fees which may be paid to him personally as a result of his rendering of medical services, and other fees rendered for medically related services, excluding fess generated by the employee outside of the practice as a private consultant and/or lecturer.

The employer has agreed that the Physician assistant shall be allowed to moonlight outside the hours of employment, and provided that this does not interfere with the fundamental duties of the physician Assistant to **THE EMPLOYER**.

2. **AVAILABILITY:** The employee shall provide, or be able to provide, a minimum of forty (40) hours of professional services weekly, as requested by employer. The employee shall provide services during patient consultation hours as needed and designated by employer. The employee recognizes that these hours are subject to change with the needs of the medical practice. The employee agrees to arrive at the office in time to complete necessary phone calls paperwork. **The employee agrees to take call as needed by the employer not to exceed you may or may not take call however THE SUGGESTED MAXIMUM IS: every third night and every other weekend.**

3. **QUALIFICATIONS:** The employee warrants and represents that he is licensed under the laws of the State of **YOUR STATE** to perform the services covered by this agreement. The employer warrants and represents that the physicians working with the employee are licensed by the state of **YOUR STATE** as physicians. The employer and employee mutually covenant that they will notify the other party should this status change with regard to hospital privileges, or under state law, or should the employee receive notice of any adverse action of activity by the **YOUR STATE** Department of Professional Regulation.

4. **TERMS AND TERMINATION:**

- a. Term: This agreement shall be effective as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for a period of one year.
- b. Termination without cause: Unless otherwise terminated with cause, this agreement may be terminated by either party without cause, on thirty (30) days written notice to the other party.
- c. Termination with cause:
  - i. By Employer: This agreement may be terminated by employer for cause effective on written notice to employee. Such notice shall state the cause and effective date of termination. Cause for termination shall include, but are not limited to:
    - ✓ Revocation of employee's State of Florida license
    - ✓ Substantial failure by the employee to provide services of acceptable quality
    - ✓ Substantial provision by the employee of inappropriate medical services to patients of employer
    - ✓ acts of omissions constituting unprofessional conduct by the employee
  - ii. By Employee: This agreement may be terminated by the employee for cause, effective on written notice to employer. Such notice shall state the cause and effective date of such termination. Cause shall include but not be limited to, failure by the employer to compensate the employee as provided in this agreement. In the event

that this agreement is terminated, the right to compensate under this agreement shall extend to the effective date of termination.

5. **COMPENSATION:** The employer will compensate the employee for all services rendered at the rate of \$ **YOUR ANNUAL BASE SALARY** per year, payable **HOW OFTEN YOU WILL BE PAID (WEEKLY, BIWEEKLY, MONTHLY ETC.)**, for the year \_\_\_\_\_ to \_\_\_\_\_.

**IF YOU RECEIVE A BONUS, YOU MAY CHOOSE ONE OF THE 2 SUGGESTED FORMATS. THERE ARE MANY OTHER BONUS FORMATS**

The employee shall also receive a bonus on income over \$ **THE COST TO THE EMPLOYER OF YOUR ENTIRE EMPLOYMENT PACKAGE (BASE SALARY PLUS INSURANCES, PRIVILEGES BENEFITS ETC.)** collected by **EMPLOYER** from the employee's services. The bonus year will begin \_\_\_\_\_ and end \_\_\_\_\_. The bonus schedule will be as follows:

**THE EXAMPLES BELOW WOULD REPRESENT AN APPROXIMATE BASE SALARY OF \$75,000 ANNUALLY WITH APPROXIMATELY \$10,000 IN BENEFITS**

Examples: ESCALATING

OR

FIXED

For income collected:

▪ \$85,001 to \$95,000	5%	30% of all income collected >\$85000
▪ \$95,001 to \$105,000	10%	
▪ \$105,001 to \$125,000	12.5%	
▪ \$125,001 to \$180,000	25%	
▪ \$180,001 and greater	50%	

6. **VACATION, SICK DAYS AND LEAVE OF ABSENCE:** **THESE FIGURES REPRESENT AVERAGES, CHANGE THEM TO REPRESENT THE OFFER YOU RECEIVE.** For each calendar year the employee shall take paid vacation, sick leave or leave of absence for a total of **25 (twenty five)** days, at least **five (5)** of which will coincide with the time at which the office is closed or are used for CME functions, and no more than **15 (fifteen)** may be used for vacation. The employer shall be notified at least **2 weeks** in advance of the employee taking vacation days or leave of absence days. In addition to the **25 days** mentioned above, the office will be closed on certain holidays as determined by the employer. Vacation days, if not taken will be paid out at **YOUR BASE SALARY/260 (52 WEEKS X 5 BUSINESS DAYS/WEEK)** per vacation day not used.

7. **MALPRACTICE INSURANCE:** The employer agrees to purchase malpractice coverage with limits at least equal to that of the physicians employed for the employee.

8. **HEALTH INSURANCE:** **THESE FIGURES REPRESENT AVERAGES, CHANGE THEM TO REPRESENT THE OFFER YOU RECEIVE** The employer agrees to pay for personal health coverage for the employee and contribute \$ \_\_\_\_\_ per month towards family coverage.

**9. CONTINUING MEDICAL EDUCATION:** THESE FIGURES REPRESENT AVERAGES, CHANGE THEM TO REPRESENT THE OFFER YOU RECEIVE The employer will pay for continuing education in the amount of \$1500.00 per year.

**10. EMPLOYMENT RELATED FEES:** The employer shall pay for the employee's fees as follows: AAPA dues, STATE PA ASSOCIATION DUES dues, State licensing fees, Prescriptive privilege fee (IF APPLICABLE) and NCCPA re-certification fee.

SIGNED: \_\_\_\_\_ EMPLOYER Date \_\_\_\_\_

SIGNED: \_\_\_\_\_ YOU, PA-C Date \_\_\_\_\_