**Sample Staff (MA/RN) Contract**

This Employment Contract (this “Contract”) is made effective as of [INSERT EFFECTIVE DATE], by and between [INSERT BUSINESS NAME], and [INSERT EMPLOYEE NAME].

[INSERT BUSINESS NAME] (employer) is engaged in the business of providing medical services in a primary care clinic at [INSERT CLINIC ADDRESS]. The employer desires to employ the services of [INSERT EMPOLYEE NAME] (employee) as [INSERT JOB TITLE - IE OFFICE ADMINISTRATOR/MA/ETC]. [INSERT EMPLOYEE NAME] is an at-will employee of the employer. Either party can terminate the employment agreement at any time.

Therefore, the parties agree as follows:

1. Employment: The employer shall employ the employee as [INSERT JOB TITLE]. The employee shall perform such duties as are customarily performed by an employee in a similar position and such other and unrelated services and duties as may be assigned to [HIM/HER/THEM] from time to time by [INSERT OWNER'S NAME]. [HE/SHE/THEY] further agree[s] to be subject to the general supervision, advice and direction of [INSERT OWNER'S NAME].
2. Best Efforts of Employee: The employee agrees to perform faithfully, industriously, and to the best of {HIS/HER/THEIR] ability, experience, and talents, all the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of [INSERT OWNER'S NAME]. Such duties shall be provided at such place as the needs, business, or opportunities of the employer may require from time to time.
3. Compensation of Employee: As compensation for the services provided by the employee under this Contract, the employer will pay $[INSERT WAGE] an hour, payable twice monthly, in accordance with the employer's usual payroll procedures and subject to applicable federal, state, and local withholdings. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that the employee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which [HE/SHE/THEY] [HAS/HAVE] not yet been paid. This section of the Contract is included only for account and payroll purposes and should not be construed as establishing a minimum or definite term of employment.
4. Benefits: Employee shall be entitled to employment benefits as provided by the employer's policies in effect during the term of employment, including the following:
	1. Vacation: Employee shall be entitled to [INSERT NUMBER] business days paid time off (PTO) annually, with no carryover to the following year. PTO is a combination of vacation, personal leave, and sick days.
	2. Holidays: The employer recognizes the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. The employee shall be paid for these days off.
	3. Office Closed: From time to time, [INSERT CLINIC NAME] may be closed during regular business hours. Employee will not be paid for these days.
	4. Medical Education: Employee shall receive an allowance of Two Hundred and No/100 ($200.00) dollars each calendar year for professional meetings, travel, and related expenses only. If the employee does not use all of the allowance, it will not carry over or be paid to the employee.
	5. Medical Education Leave: The Employee shall be entitled to two (2) days of paid leave per calendar year for continuing education.
	6. Professional Memberships: The employer agrees to pay the employee’s national, state and local professional membership dues and certification fees as approved by [INSERT OWNER'S NAME].
	7. Fringe Benefits: The employee shall be entitled to participate in, and be covered by all, group insurance plans and retirement plans which may be provided by the employer from time to time for its employees upon meeting the eligibility requirements.
	8. Short-term Disability: The employer agrees to obtain and make required premium payments for reasonable short-term disability coverage for the employee, if the employee qualifies for such coverage.
	9. Expense Reimbursement: The employer will reimburse the employee for “out-of-pocket” expenses incurred by [HIM/HER/THEM] in accordance with the employer's policies in effect from time to time.
5. Term/Termination: The employee’s employment under this Contract shall be for an unspecified term on an “at will” basis. This Contract may be terminated by the employee upon four (4) weeks written notice, and by the employer upon four (4) weeks of written notice. If the employee is in violation of this Contract, the employer may terminate employment without notice and with compensation to the employee only to the date of such termination. The compensation paid under this Contract shall be the employee’s exclusive remedy.
6. Termination for Disability: The employer shall have the option to terminate this Contract if the employee becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Vintage DPC shall exercise this option by giving four (4) weeks of written notice to the employee.
7. Compliance with Employer’s Rules: The employee agrees to comply with all the rules and regulations of the employer.
8. Employee’s Inability to Contract for Employer: The employee shall not have the right to make any contracts or commitments for or on behalf of Vintage DPC without first obtaining the express written consent of the employer.
9. Return of Property: Upon termination of this Contract, the employee shall deliver to the employer all property that is the employer's property or related to the employer's business (including keys, records, notes, data, memoranda, models, and equipment) that is in her possession or under [HIS/HER/THEIR] control.
10. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:
	1. Employer:

[INSERT EMPLOYER'S BUSINESS NAME]

[INSERT EMPLOYER'S MAILING ADDRESS]

[INSERT EMPLOYER'S CITY, STATE, ZIP]

* 1. Employee:

[INSERT EMPLOYER'S BUSINESS NAME]

[INSERT EMPLOYER'S MAILING ADDRESS]

[INSERT EMPLOYER'S CITY, STATE, ZIP]

* 1. Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.
1. Entire Agreement: This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.
2. Amendment: This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.
3. Severability: If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
4. Waiver of Contractual Right: The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Contract.
5. Applicable Law: This Contract shall be governed by the laws of the State of [INSERT STATE].
6. Signatories: This Contract shall be signed by [INSERT OWNER'S NAME] on behalf of [INSERT CLINIC'S NAME] and by [INSERT EMPLOYEE'S NAME] in an individual capacity. This Contract is effective as of the date first above written.

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

[INSERT PHYSICIAN’S NAME], Owner

EMPLOYEE:

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

[INSERT EMPLOYEE’S NAME], [INSERT CREDENTIALS]