

**Medical association employment agreement**

# PREVIEW

This Agreement is made on \_\_\_\_\_, by and between [Employer's name] a professional association (employer), and [Employee's name] (employee).

Employer is organized to render professional services through those of its employees who are duly licensed to practice medicine in the State of Texas.

Employee is a physician and surgeon duly licensed and authorized to practice medicine in the State of Texas.

Employee desires to accept employment to practice medicine as an employee of employer.

The board of directors of employer has offered employee employment for such compensation and other benefits and under the terms and conditions hereinafter set forth, and employee is willing to accept employment on such terms.

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## 1. EMPLOYMENT AND DUTIES.

1.1 Scope of duties. Employer hereby employs employee, and employee accepts such employment, to render medical and surgical services.

1.2 Employer shall have the power to determine the specific duties to be performed by employee, and the means and the manner by which those duties will be performed.

1.3 Employer shall have the power to determine the assignment of patients to employee, and employee must perform services for such clients as are assigned. The power to supervise the duties to be performed, the manner of performing such duties, and the terms for performance of such duties will be exercised by the [board of directors or executive committee] of employer.

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1.4 Hours of employment will be determined by employer within reasonable limits in accordance with current standards within the profession, except that employee shall not be compelled to work longer than a normal work week.

1.5 In addition, employee shall, if elected, serve as a [director or member of the executive committee] and/or officer of employer without additional compensation, other than as expressly provided in this agreement.

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1.6 Exclusive service. Employee shall devote [his or her] full working time and attention to the practice of medicine for employer. During the term of this agreement, employee shall not, without the written consent of employer, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any practice that competes with the interest of employer.

1.7 However, an expenditure of a certain amount of time for other activities will not be deemed a breach of this agreement, provided the [board of directors or executive committee]

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determines that the rendering of such services by employee do not materially interfere with the services required to be rendered to employer under this agreement.

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1.8 Professional standards. Employee shall perform [his or her] duties under this agreement in accordance with the rules of ethics of the medical profession.

## 2. TERM

2.1 The term of this agreement will begin on [date], and will continue until terminated as hereinafter provided.

## 3. COMPENSATION

3.1 **PLEASE DO NOT COPY** basic salary. For all services rendered by employee under this agreement, employer shall pay employee a basic salary of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per year, payable monthly in twelve equal installments beginning on the effective date of this agreement and payable on the \_\_\_\_\_ day of each month during the term of this agreement.

3.2 The basic salary may be changed by mutual agreement of the parties at any time.

3.3 Bonus. In addition to the compensation referred to above, employer shall, for the term of this agreement, pay employee a bonus on the last day of each fiscal year of the association, under the negotiated terms and conditions specified in Exhibit " \_\_\_\_\_ " attached to this agreement and incorporated in it.

3.4 **THIS DOCUMENT** Fringe benefits. As further consideration for the performance by employee, employer shall, within a reasonable time after the execution of this agreement, provide for employee the following further benefits and any additional benefits that may from time to time be made available to doctors employed by employer:

- a. A qualified employees' pension or profit-sharing plan, or a combination of both.
- b. An employees' group life insurance plan.
- c. An accident and health plan for the payment of employees' medical care expenses.
- d. A disability plan.

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## 4. EXPENSES

4.1 During the period of this agreement, employer shall pay all reasonable business expenses of employee in accordance with the general policy of employer including, but not limited to, medical supplies, professional license fees, and dues to medical societies. Additionally, employer shall either advance sums to employee to be used for expenses, or to reimburse employee for

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a. educational expenses incurred to maintain or improve employee's professional skills, and for [his or her] actual expenses for travel, food, and meals for attending professional conventions; and

b. professional expenses. Employee agrees to submit to employer such documentation as may be necessary to substantiate such expenses.

## 5. MALPRACTICE INSURANCE

5.1 Employer shall purchase and maintain at its expense such comprehensive professional liability insurance coverage as it deems appropriate, covering the acts or omissions of employee in the normal course of [his or her] employment.

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6.1 Employer shall operate and maintain facilities, and shall provide at its cost equipment, drugs, and supplies suitable to employee's position and adequate for the performance of [his or her] duties.

6.2 Further, employer shall supply and pay for nurses, technicians, and other personnel reasonably needed by employee in connection with [his or her] employment under this agreement.

## 7. RECORDS AND FILES

7.1 All case records, charts, and personal files concerning patients of employer shall belong to and remain the property of employer.

7.2 On termination of [his or her] employment, employee shall not be entitled to keep or to reproduce employer's records or charts related to any patient unless the patient shall specifically request that his or her records be transmitted to employee.

## 8. FEES

8.1 All fees and compensation received or realized as a result of the rendition of professional medical services by employee shall belong to and be paid and delivered to employer.

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9.1 Employee shall be entitled to an annual vacation of \_\_\_\_\_ weeks without loss of compensation. Without employer's consent, vacation time may not be accumulated but must be taken in the year earned.

9.2 Employee's vacation will be scheduled at those times most convenient to employer's business as determined by its top management. In addition, employee shall be allowed \_\_\_\_\_

weeks each year to attend medical meetings or seminars; provided, that attendance at such meetings or seminars will be planned for a minimum interference with the business of employer.

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## 10. ILLNESS AND DISABILITY

10.1 Employee shall be entitled to \_\_\_\_\_ days' sick leave in each fiscal year of employer if [he or she] is unable to perform [his or her] services by reason of illness or accident not resulting in employee becoming "totally disabled," without any adjustment in [his or her] compensation. Unused sick leave may not be carried over from one fiscal year to another.

10.2 If employee is unable to perform [his or her] services by reason of total disability, \_\_\_\_\_ [his or her] salary shall be reduced in accordance with the following schedule during the continuance of such disability:

10.3 For \_\_\_\_\_ month(s) employee will receive \_\_\_\_\_ percent (\_\_\_\_\_% ) of [his or her] monthly salary.

10.4 For the next \_\_\_\_\_ months of disability, employee will receive \_\_\_\_\_ percent (\_\_\_\_\_% ) of \_\_\_\_\_ [his or her] monthly salary.

10.5 For the next \_\_\_\_\_ consecutive months of disability, employee will receive \_\_\_\_\_ percent (\_\_\_\_\_% ) of \_\_\_\_\_ [his or her] monthly salary.

10.6 Thereafter, employee will receive no disability payments.

10.7 In determining periods of disability, any new period of disability will be deemed to be a continuation of the prior period of disability if the employee has not returned to work for at least [one month] between such periods of disability. If employee becomes disabled, but the disability ceases before termination of [his or her] employment with employer, employee's salary will be reinstated on the date disability ends.

## 11. DEATH BENEFITS

11.1 If employee dies during the term of this agreement, employer will, within 90 days after employee's death, pay the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to employee's spouse, if surviving, or to employee's estate if [he or she] is not survived by a spouse.

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12.1 This contract will be terminated immediately :

a. If employee ceases to be a "licensed person" as defined in the Texas Professional Association Act;

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c. If employer and employee shall mutually agree in writing to termination;

d. If employee becomes disabled and the disability continues for a period of \_\_\_\_\_ consecutive months; or

e. If employee fails or refuses to faithfully or diligently perform the duties of [his or her] employment and the provisions of this agreement.

12.2 On termination for any reason, [employee shall be entitled to termination pay of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) or the salary due employee to the date of such termination shall be full compensation in payment for all claims under this agreement].

13. MISCELLANEOUS

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13.1 Governing law. This agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.

13.2 Amendments. No amendments or variations of the terms and conditions of this agreement shall be valid unless in writing and signed by all parties.

13.3 Assignability. Employee's rights and obligations under this agreement are personal and not assignable.

13.4 Entire agreement; binding effect. This agreement constitutes the entire agreement between the parties and shall bind and inure to the benefit of both employer and employee and their respective successors, heirs, and legal representatives.

**THIS DOCUMENT**

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

\_\_\_\_\_  
Name of association]]

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

Its \_\_\_\_\_  
[Authorize Member]  
**THANK YOU**

Attest:

\_\_\_\_\_  
[Signature of Secretary]  
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[Signature of employee]

Employee

[Attach exhibit(s)]

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**Employment agreement—provision concerning ethics**

**PREVIEW**

Employee covenants and agrees that [he or she] will not violate any of the principles or ethics of the [name of governing entity or association i.e. American Medical Association, the Medical Association of the State of Texas, and the Medical Society of the County of \_\_\_\_\_,] or any federal, state or municipal law, statute or ordinance, and that, in the event of any such violation, employee will indemnify the employer from any liability that may result from such violation.

**Form: Employment agreement—compensation for outside activity**

Any fees or honorariums received by employee for professional services or other professional activities performed by employee will belong to the employer; provided, however, that legacies and gifts of specific chattels received by the employee from [patients or former patients or as the case may be of the employee] may be retained by employee as [his or her] separate property.

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**Form: Employment agreement for medical association: payment of professional dues**

Employer shall pay all dues of employee in any of the following professional associations to which employee may belong: [enumerate associations], and such other professional associations as may be approved by the employer.

**Form: Employment agreement for medical association –payment of expenses for attendance at meetings and seminars**

Employee is encouraged and is expected, at such time or times as may be approved by employer, to attend seminars, professional meetings and conventions, and educational courses.

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The cost of travel, registration, tuition, food and lodging for attending these activities will be paid by the employer. Any other cost incurred by employee in connection with these activities will be at the expense of the employee, unless the employer, at its discretion, determines that any additional cost of employee's attendance should be authorized as an expense of the employer.

Should any such additional expenses of attendance be authorized, employee will be reimbursed therefor upon presenting to employer an itemized expense voucher detailing the reason for the expense.

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