

Family Nurse Practitioner- Employment Contract

The Undersigned:

This employment Agreement is entered into by and between ABC Medical Clinic, (“Employer”) in Dothan, AL, an Alabama non-profit corporation employer

And

Mary Ella Spivey, on March 6, 2023, residing 4753 County Road 28, Slocomb, AL, hereinafter referred to as employee,

Declare to have agreed as follows:

Entry into service and position

1. The Employee will commence full-time employment with the Employer on May 22, 2023 (the “Commencement Date”), in the position of Family Nurse Practitioner. The employee will perform the position in or from the establishment ABC Medical Clinic, Dothan, AL.

Duration

Probationary period

2. The employee must successfully complete a probationary period of six (6) months (the “Probationary Period”) beginning on the Commencement Date. If the CRNP is deemed to be unsuited for his/her position during the probationary period, then he/she may be released with or without prior notice.

Renewal Term

3. Following the probationary period, absent earlier termination, this agreement shall automatically renew for successive one (1) year terms (each a Renewal Term) unless either party shall terminate this agreement.

Termination

4. The termination of this contract may be made under the following conditions:
 - Violation of State or Federal Law
 - Breach of the Contract by either Party
 - Performance of the NP
 - Desire to Leave the Practice for Personal Reasons
 - Financial Considerations of the Corporation

In the event either party desires to dissolve the agreement they should provide the reason for the dissolution in writing to the other party with a minimum of sixty (60) days’ notice. In the event a unreconcilable condition arises between the parties which cannot be resolved within this time

frame the parties may seek mediation to resolve the time parameter differences for the dissolution of the contract for employment.

Immediate termination with cause may be made if there exist any legal or material impediments to the delivery of patient care by the NP which may include conditions which would potentially jeopardize the safety of the patients or place the corporation at unexpected financial or legal risk.

Compensation & Benefits

Salary

5. The contracted position will be paid at a Salary rate of \$95,000.00 (dollars) per year. The contract will be renewed the sixth month after review of the employee's performance. Paychecks will be issued biweekly.

Bonuses

6. Following the Probationary period, the consideration of a bonus will be determined yearly based upon the assessment of the productivity, performance review, and financial status of the Corporation. There will be no guarantee of bonus payment, however the Corporation maintains the philosophy that the value of an employee must be assessed and the reward for the production of a job well done should be recognized with a financial reward.

Paid leave time

7. Following the Probationary period, the employee is entitled to twenty (23) days (184 hours) paid time off (PTO) per calendar year with retention of salary. The holidays can be taken in consultation with the employer.
Vacation time will be scheduled with a minimum notice of 6 weeks, the more notice given to the designee of the corporation will be greatly appreciated for the adjustment of patient and physician schedules. The vacation times request should be made in writing to the corporation and include the complete dates of your request including weekday and weekend dates. All reasonable requests will be considered, and approval of the requested vacation time will be made available to the employee within one week of submitting the written request.

Continuing Education and Professional Development Expenses

8. In addition to base salary, the Employer will pay up to \$2,500 annually to the NP for professional membership fees, continuing education courses, and travel expenses including transportation, lodging, and meals for Continuing Education conferences. An additional \$1,000 will be paid annually by the Employer to the NP for certifications, licensing, and fees associated with maintaining certification.

Insurance

9. Medical Insurance:

The employee within the financial parameters defined by the Corporation may determine the type of plan selected. The plan identified by the employee should be submitted to the Corporation for review. The information to be submitted to the Corporation should include type of plan, cost, and a contact person with the said insurance company.

10. Malpractice Insurance:

Professional Liability insurance will be paid in full by Employer.
Minimum amounts of \$1,000,000 per occurrence and a \$3,000,000 annual aggregate.
This will include tail coverage for any claims made occurring during the employment period.

Working hours

11. The working hours for the employee are 40 hours per week.

The working week runs from Monday to Friday. The working day Monday- Thursday starts at 0745 and ends at 1630. Friday working day starts at 0745-1230. Forty-five (45) minutes paid administrative time is provided daily to be utilized at the discretion of the employee. Clinic lunch time is 1200-1230 M-Th.

The CRNP will not be assigned "on-call" time.

Those hours worked beyond a 40-hour work week will not be paid at any additional rate, however deference will be given to the NP in that overall, the average workweek for the year will be 40 hours.

Holidays

12. Paid time off for all salaried employees include the following days which are not computed as vacation:

1. NEW YEAR'S DAY
2. MEMORIAL DAY
3. JULY 4TH (Except when it occurs on a Saturday or Sunday then the holiday will be observed on either Friday or Monday)
4. LABOR DAY
5. THANKSGIVING DAY AND THE DAY AFTER
6. CHRISTMAS EVE
7. CHRISTMAS DAY
8. HALF A DAY- NEW YEAR'S EVE

Illness

13. In case of illness, the employee is obliged to report sick to the Office Manager before 0630. In the event of illness or incapacity for work, the employee is entitled to utilize PTO hours.

Labor and company rules

14. The primary physician of the practice or any designated legal physician agent of the corporation, will execute a cooperative agreement for the purpose of satisfying legal requirements for the continuing practice of the NP.

The employee declares to be aware of and to agree with the employment and company rules applicable at the employer.

Thus agreed, drawn up in duplicate and signed at ABC Medical Clinic, on March 6, 2023.

Signature of employer: _____ *Signature of employee: Mary Ella Spivey*