

Disclaimer

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Medical Office Assistant Employment Agreement

Date

MOA Name

Address

Postal Code

Re: Offer of Employment as Medical Office Assistant with “Your Clinic Legal Name”

Please accept this offer as a formal presentation to you of a contract of employment with “**Your Clinic Legal Name**” (the “Clinic”) in the capacity of Medical Office Assistant (“MOA”). In this Agreement, we may also refer to the Clinic as “we”, “us” or “our”.

This offer, once signed by you and returned to us, will become a legally binding employment agreement (“**Agreement**”) between you and the Clinic. This Agreement sets out the terms and conditions of your employment with us, to be effective on your start date, [**start date**] (“**Start Date**”).

We have provided you with this document in advance of your Start Date and recommend that you review it carefully and we encourage you to seek legal advice on this Agreement before you sign it and return it to us before your first day of work.

1. Roles and Responsibilities

- A. The Clinic hereby agrees to employ you in the capacity of MOA. In this position you report to the “**Direct Report**”.
- B. As an employee of The Clinic you will adhere to the job description describe in Schedule A. Your position will be responsible for all aspects as described in Appendix A and may include other duties as assigned by your supervisor from time to time.
- C. The employment outlined in this document is for “**Full Time/Part Time/Casual/Other**” work and we expect an average of “**XX**” hours per week during our usual office hours of **8:30am to 4:30pm, Monday to Friday**. However, given the nature of the practice, you accept that your hours of work will be those required to meet the objectives of your employment, and may be irregular or vary slightly, from day to day.

- D. You acknowledge and agree that the employment relationship will be governed by the standards and terms established by the Clinic policies as they are established and amended from time to time and you agree to comply with the terms of such policies so long as they are not inconsistent with any provisions of this Agreement.
- E. You agree that your reporting relationships, duties and responsibilities of your employment may be changed as we deem appropriate. You agree that any of the changes which may occur pursuant to this paragraph will not affect or change any other part of this Agreement.

2. Probationary Period

- A. The first 90 days of your employment, beginning on your Start Date, will be a probationary period (the “**Probationary Period**”). Your performance and suitability for employment will be evaluated during the Probationary Period. The standard of performance during the Probationary Period will be in the sole discretion of the Clinic. It is understood that the Probationary Period is designed to determine your suitability for continued employment and, consequently, your employment can be terminated at any time during the Probationary Period if you are deemed unsuitable, without the requirement to provide notice or pay in lieu of notice.

3. Compensation

- A. You will be paid on an hourly basis at the rate of \$XX per hour, payable in arrears in bi-weekly installments, less all required tax withholdings and statutory deductions.
- B. You acknowledge that your position is not eligible to participate in any employee benefits plan.
- C. You will be entitled to XX days of paid vacation per annum. You must use all of your vacation days each calendar year. For your first year of employment, your number of vacation days will be pro-rated based on your Start Date. You may not carry over vacation entitlement to another calendar year without the express written approval of the Clinic. The timing of your vacation will be subject to our business and operational needs and must be pre-approved by us.
- D. Vacation pay will be paid on salary at the rate of four (4.0%) percent. After the end of your third full year of employment, vacation pay will be paid on salary at the rate of six (6.0%) percent.

4. Privacy and Confidential Information

- A. You acknowledge and agree that, while you are employed and at all times after your employment ends you must use your best efforts to keep any personal information of patients or employees that is collected, used, stored or disclosed in the course of your work confidential and secure, as required by the *Personal Information Protection Act* of British Columbia.
- B. For that reason:
 - i. you will familiarize yourself with and you will at all times comply with any policies and procedures established by the Clinic from time to time, regarding privacy, confidentiality and security of personal information;

- ii. you will access and use personal information of patients and employees only on a “need to know” basis, and then only as it relates to your employment responsibilities;
 - iii. you will share personal information of a patient with third parties only on a “need to know basis” and only with those individuals who are involved in providing health care services directly to the patient or otherwise to whom the release of information has been authorized by the patient, in writing;
 - iv. you will not access the personal information of family, friends or co-workers unless they are under the direct care of the Clinic and, as part of your employment responsibilities, you have a “need to know”; and
 - v. if you have reason to believe that there has been a breach of patient or employee privacy, you will immediately notify a representative of the Clinic.
- C. You will be required to sign our current Confidentiality Agreement attached as Schedule B and re-sign as it is amended from time to time.
- D. Maintaining the privacy of patient information is critical. You acknowledge that failure to comply with these terms can lead to disciplinary action, which may include termination of access, termination of employment, withdrawal of privileges, termination of contract, and or professional sanctions.

5. Termination of Employment

Our objective when hiring a new employee is to establish a positive and mutually beneficial working relationship that will benefit both you and the Clinic. There are times, however, when the working relationship must end and when such a situation occurs, the conditions noted below will apply to the termination of your working relationship with us.

- A. You and the Clinic understand and agree that your employment with the Clinic may be terminated in the following manner:
- i. You may end your employment at the Clinic at any time and for any reason, on the giving of three weeks’ written notice to your direct supervisor. We may, at our option, waive part or all of that notice by providing you a lump sum payment, equivalent to your average wage for the remaining notice period.
 - ii. The Clinic may terminate your employment:
 - a. at any time without notice for cause;
 - b. at any time without cause and without notice during the Probationary Period; or
 - c. after the Probationary Period, at any time without cause on written notice or, at the Clinic’s sole discretion, pay in lieu of notice, equal to the length of notice or amount of termination pay to which you are entitled under the British Columbia *Employment Standards Act* in force at the time of your termination.
 - iii. In this Agreement, “**cause**” includes, without limiting the usual meaning of just cause under the common law or the laws of British Columbia: (a) a breach of this Agreement; (b) if you fail to fulfill the duties of your employment as and when required; (c) if you commit an act of theft or dishonesty; (d) if you violate any local, provincial or federal laws; (e) if you engage in conduct which might injure the reputation of the Clinic; and (f) if you

do anything which might reasonably be seen as an act contrary to the interests of the Clinic or inconsistent with the duty of loyalty and good faith that you owe to the Clinic.

- iv. Pay in lieu of notice will be calculated on the basis of your average weekly wage as of the date you receive notice of termination. Bonuses, benefits and any other forms of additional compensation (if any) you may have received will not be considered part of your average weekly wage for the purpose of calculating pay in lieu of notice.

6. Respectful Workplace Environment Policy Statement

- A. Bullying and harassment is not acceptable or tolerated in this workplace. All workers will be treated in a fair and respectful manner.
- B. Bullying and harassment Includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

Examples of conduct or comments that might constitute bullying and harassment include verbal aggression or insults, calling someone derogatory names, harmful hazing or initiation practices, vandalizing personal belongings, and spreading malicious rumours.

- C. Workers must:
 - i. not engage in the bullying and harassment of other workers;
 - ii. report if bullying and harassment is observed or experienced; and
 - iii. apply and comply with the Clinic's policies and procedures on bullying and harassment

7. General

- A. You understand and agree that The Clinic may modify your salary, title, duties and reporting, provided that there is no material reduction in your overall status at the Clinic, without requirement a written amendment to this Agreement, and without causing termination or breach of this Agreement. In the event of such modification(s), all other aspects of this Agreement will remain in full force and effect.
- B. At any time after giving or receiving notice of termination, the Clinic may, at its sole discretion, modify your duties for the purpose of transitioning your work, including, without limitation, requiring that you not attend work for the balance of the resignation or working notice period.
- C. In the event that any provision or part of this Agreement is found to be void or invalid, the remaining provisions or parts shall be and remain in full force and effect.
- D. This document constitutes the entire Agreement between the parties with respect to your employment and appointment, and supersedes all prior agreements and/or understandings whether written or oral, relative to your employment.
- E. Those provisions of this Agreement that by their nature would reasonably be seen to survive the termination of this Agreement, will survive the termination of this Agreement and the termination of your employment.

- F. You acknowledge that you have read and understood this Agreement, and acknowledge that you have been given the opportunity and have been encouraged to seek legal advice with respect to this Agreement and have sought such legal advice or expressly decided not to do so.

Please review this Agreement carefully. If after reading it and considering the contents, you are prepared to accept employment with the Clinic in accordance with the above terms and conditions, please indicate your acceptance by signing below.

Sincerely,

[Medical Director Name]
for [Clinic Legal Name]

RE: EMPLOYEE AGREEMENT

I have read and understood this Agreement. I have obtained or had the opportunity to obtain legal advice with regards to this Agreement. I accept employment with the Clinic on the terms and conditions set out in this Agreement.

Name

Dated this _____ day of _____, 20__

SCHEDULE A

Job Description

Job Title: Medical Office Assistant

Reports to: Name

Job Purpose:

To support the Clinic doctors in clinic operations and in delivering patient care. All work should be delivered to the standards and following the procedures established in the Clinic or as otherwise requested by the Clinic doctors.

Duties:

- Coordinates patient care through the Clinic –checking in, prepping, escorting to exam rooms, and preparing exam or treatment rooms for the next patient.
- Answers enquiries by phone and in person in a helpful, respectful and efficient manner.
- Operates fax machines.
- Maintains appointment schedule and manages recalls.
- Maintains electronic medical record, including the patient chart.
- Ensures exam rooms are stocked appropriately and ensures that they are ready for next patient.
- Ensures patient confidentiality.
- Cleans and sterilizes materials and instruments.
- Performs patient prep procedures and documents findings on the patient record.
- Performs billing procedures for multiple payers (MSP, ICBC, WCB, etc.) and applies and collects non-insured fees where applicable.
- Orders and receives kitchen, office and medical supplies.
- Performs all other related clinical, administrative tasks or special tasks as required.

General Skills and Abilities:

- Works well in a team environment.
- Good written and verbal communication skills.
- Proficiency with a computer including using the internet, the electronic medical record and MS Office software.
- Speed and accuracy.
- Can solve problems.
- Has good judgment.

Clinical Skills and Abilities:

- Operate and apply the bpTRU monitor.
- Prepare patients and set up exam rooms for complete physicals, including pap set up.
- Prep child patients for the well child exam.

- Apply and remove Holter monitor, explain Holter diary to patients, and send Holter to Westheart Cardiology.
- Accurately measure patient height and weights (including infants).
- Operate the autoclave.
- Perform and record result for various lab tests done at the clinic such as urinalysis and occult stool tests.
- Basic Cardiac Life Support certificate.

SCHEDULE B

Privacy and Confidentiality Agreement

The Clinic has very high standards for privacy and confidentiality, and has adopted the guidelines recommended by the Doctors of BC.

Physicians are governed by the professional requirements in the [Canadian Medical Association Code of Ethics](#).

The Clinic is bound by the *Personal Information Protection Act* (PIPA).

The ten principles for protecting privacy in the Clinic are:

1. **Accountability** – we are responsible for personal information we collect.
2. **Identifying Purpose** – we need to ensure that there is a purpose to every piece of information we collect.
3. **Consent** – Personal information should not be collected, used, or disclosed without the prior knowledge and consent of the patient, subject to limited exceptions. Consent may be implied or expressly given, and may be given in writing or verbally.
4. **Limiting collection** - We should collect only the minimum personal information necessary to fulfill stated purposes.
5. **Limiting use, disclosure, and retention** – We must use and disclose personal information in accordance with the purposes given to the patient.
6. **Accuracy** – Patient information must be kept accurate, up-to-date, and as complete as necessary to fulfill stated purposes.
7. **Safeguards** – We have safeguards in place to protect personal information against risks such as loss, theft, unauthorized access and disclosure, copying, use, or alteration.
8. **Openness** – We inform patients about the personal information we collect and store, the purposes for which it is used, the persons to whom it is disclosed, and how an individual may access it.
9. **Individual access** – Patients are entitled to access their personal information to ensure its accuracy and completeness, and to identify to whom it was disclosed, subject to certain exceptions. We charge an administrative fee for printing out or transferring patient records.
10. **Challenging compliance** – Patients can challenge our compliance with these principles through our complaints process.

These principles are discussed further [here](#). The full set of Doctors of BC private guidelines can be found [here](#).

Your signature represents your agreement to abide by these principles in your work at the Clinic.

Name

Dated this _____ day of _____, 20____