

EMPLOYMENT AGREEMENT FOR CRNA SERVICES

This Employment Agreement is made as of _____ by and between Public Hospital District No _____ County, Washington, a municipal corporation (_____), and _____, CRNA. This agreement supersedes all previous agreements.

RECITALS

A. Pursuant to Chapter 70.44 RCW, _____ is responsible for ensuring that the health needs of District residents and others are adequately served.

B. _____ owns and operates _____ Hospital (the "Hospital"), the Family Practice Clinic (the "Clinic"), the Urgent Care Clinic (the "UCC") and other health care facilities and services in and around _____, Washington.

C. CRNA is a Certified Registered Nurse Anesthetist and licensed to practice in Washington State.

D. _____ desires to employ CRNA to provide CRNA services to District residents and others and CRNA desires to provide such services.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and all the terms, conditions and covenants hereafter set forth, the parties agree as follows:

AGREEMENT

1. **Employment.** _____ engages CRNA and CRNA accepts such engagement as an employee on the following terms and conditions. CRNA acknowledges he has no authority to enter into any contracts binding upon _____ or to create any obligations on behalf of _____ without _____'s written authorization.

2. **Term.** This Agreement takes effect on _____ ("Commencement Date"), and will continue in effect until _____ (the "Term"), unless terminated earlier under Section 5 below ("Termination Date"). If CRNA's employment is continued after the Termination Date, it is terminable at will by either party at any time unless otherwise agreed in writing.

3. **CRNA's Duties.**

3.1 **Practice.** Beginning on the Commencement Date, CRNA shall render CRNA services and shall not, without the prior written consent of _____, engage in any other medical practice. CRNA's clinical duties are those customarily performed by CRNAs; however, CRNA's precise duties will be determined by _____. CRNA shall provide services at the Hospital, the UCC, or at such other location(s) designated by _____.

3.2 Relief. CRNA is responsible for ensuring that his/her regular scheduled days and call are covered at all times. CRNA will be responsible for making arrangements for relief coverage and charges incurred.

3.3 Performance. CRNA shall perform his/her duties and any other functions necessary to assure _____'s compliance with the guidelines of all applicable accrediting agencies, all applicable laws and rules and regulations of Medicare and Medicaid, and those promulgated by local, state, and federal regulatory agencies. CRNA shall also comply with all _____ bylaws, policies, rules, and regulations as they currently exist and as amended by _____. CRNA shall diligently, ethically, and faithfully carry out his/her responsibilities in the best interests of patients and _____. Except as expressly provided otherwise in this Agreement or in the bylaws, policies, rules, and regulations of _____ or the Hospital medical staff.

3.4 Supervision/Direction. CRNA shall be responsible to and shall receive administration supervision and direction through the District Administrator or Designee in conjunction with the District's Medical Staff and abide by Medical Staff By-Laws.

3.5 Qualifications. At all times, CRNA must (a) maintain certification as an ARNP, as well as an active certification as an RN in Washington State, and (b) maintain any additional qualifications reasonably established by _____.

3.6 Privileges. CRNA shall maintain membership in good standing on the Hospital's medical staff, and comply with all medical staff bylaws, rules, and regulations.

3.7 Fees for Services. Any and all income and revenue, regardless of form, generated by CRNA is _____ property. _____ will set the fee schedules and will bill, if appropriate, for CRNA's services and other related charges. Bills sent to patients for services of CRNA will direct patients to make payments to _____, and CRNA authorizes _____ to collect all fees and charges.

CRNA shall reassign to _____ all third-party reimbursement benefits assigned to CRNA by patients and will designate _____ with all third-party payors, including but not limited to Medicare, Medicaid, and other public or private insurance plans, as the address to which all payments for CRNA services are to be mailed. CRNA shall participate in all third-party payor plans designated by _____ and may not withdraw from participation in any third-party payor plan without _____'s prior written consent.

3.8 Patient Acceptance. CRNA shall accept patients regardless of payment source, specifically including Medicare and Medicaid patients. CRNA shall also provide charity care in accordance with the Hospital's charity care policy.

3.9 Records and Files. CRNA shall properly and accurately document his/her services to patients and shall comply with _____'s standards for timely completion of medical records and billing information. CRNA acknowledges that all records and files created or used by CRNA. CRNA will be granted reasonable access to such records and files for legal and administrative purposes and subject to applicable legal requirement.

3.10 Confidentiality. "Confidential Information" shall mean all information received or generated by CRNA in connection with his or her employment that is designated as "Confidential." Confidential Information specifically includes all patient health care information. CRNA agrees that he or she will not make use of, disseminate, disclose or in any way circulate any Confidential Information received or generated by him or her in writing, orally or by observation, except as expressly permitted by this Agreement or as required by law. CRNA may use Confidential Information as necessary to perform the services required under this Agreement. CRNA also agrees to comply with all applicable laws, including but not limited to 42 U.S.C. § 1320d et seq., as from time to time amended ("HIPAA"), regarding the confidentiality of patient health care information and will comply with all policies addressing same. The parties agree to negotiate in good faith any additional agreements or amendments to this Agreement that may become necessary to ensure compliance with HIPAA.

3.10 No Sanctions. CRNA represents and warrants that she is not and has not been sanctioned, barred from participation in or excluded from any federal or state health care program, specifically including Medicare and Medicaid. CRNA shall promptly inform in writing if he or she is sanctioned, barred from participation in or excluded from any such program.

4. Duties

4.1 Compensation. shall pay CRNA pursuant to the compensation methodology set forth in Exhibit A.

4.2 Benefits. shall provide CRNA with the benefits described in Exhibit A.

4.3 Liability Insurance. Beginning on the Commencement Date, shall maintain on CRNA's behalf professional liability insurance with minimum limits of \$5 million per individual claim and \$5 million annual aggregate. Nothing in this Agreement may be deemed to require to provide coverage for anything that occurred before the Commencement Date.

4.4 Policies. shall maintain such policies as it determines to be appropriate relating to the Practice. Any such policy may be changed or eliminated at any time at discretion.

5. Termination

5.1 Immediate Termination by for Cause. may terminate this Agreement immediately upon written notice to CRNA if any of the following occur:

(a) CRNA's advanced registered nursing practitioner certification in Washington State is revoked, suspended, restricted or expires; Must also have current RN licensure.

(b) CRNA is convicted, pleads guilty or pleads nolo contendere of any offense punishable as a felony or engages in unprofessional conduct, as defined in RCW 18.130.180;

(c) CRNA fails or refuses to comply with any term of this Agreement or the policies, standards, regulations or instructions of _____ or the Hospital after notice and a reasonable opportunity to cure;

(d) The cost of CRNA's professional liability insurance increases more than 15% over a 12-month period or _____ is unable to obtain or maintain the insurance;

(e) CRNA abandons or neglects his or her duties for more than two days;

(f) CRNA dies or is not qualified to perform his or her job or is incapable of performing his or her essential job functions with or without reasonable accommodation by _____, as defined by federal and state disabilities laws; or

(g) CRNA commits a violation of law in the course of employment that has an adverse impact on _____ or its employees or that breaches CRNA's duties or obligations to

5.2 Termination Without Establishing Cause. _____ may terminate CRNA's employment and _____ obligations under this Agreement at any time, with or without establishing cause, upon two month's written notice. CRNA may terminate this Agreement at any time, with or without establishing cause, upon two month's written notice to

6. Dispute Resolution. Any and all disputes between the parties, including but not limited to those arising from or relating to this Agreement or CRNA's employment by _____ will be resolved by the dispute resolution process set forth in the _____ Employee Handbook.

7. Notices. _____ is represented by its chief executive officer, who has authority to act for _____ with respect to matters relating to the interpretation and performance of this Agreement. All correspondence and notices to _____ should be directed to the chief executive officer's attention at _____ Hospital, P.O. Box _____, Washington _____. All correspondence and notices to CRNA should be directed to the attention of _____, CRNA at P.O. Box _____.

Notices should be delivered personally, or by facsimile, or mailed by certified mail, return receipt requested. The designated representative and addresses may be changed as necessary by giving notice in the same manner.

8. Governing Law. This Agreement is governed by and must be construed under the internal laws of the State of Washington, without regard to provisions thereof related to choice of laws or conflict of laws.

9. **Survival.** The agreement in Section 3.6 regarding fees for services, Section 3.8 regarding records and files, Section 3.9 regarding confidentiality, Section 6 regarding noncompetition, and Section 7 regarding dispute resolution will survive CRNA's employment by and termination of this Agreement.

10. **No Assignment by CRNA.** CRNA may not assign, delegate, or otherwise transfer any duties or obligations under this Agreement without 's prior written consent. Any effort to do so is void and is cause for 's immediate termination of this Agreement.

11. **Entire Agreement/Amendment.** This Agreement constitutes the entire agreement between the parties relating to CRNA's employment. It supersedes any and all other prior agreements or understandings, either oral or written, relating in any way to its subject matter, and it may be amended only in writing.

12. **No Waiver.** No failure by either party to insist upon the strict performance of any provision of this Agreement may be construed as depriving that party of the right to insist on strict performance of that provision or of any other provision in the future, and no waiver may be deemed to have been made unless made expressly in writing and signed by the other party.

13. **Severability.** If any provision of this Agreement or its application to any person or circumstance is held unenforceable, the remainder of the Agreement, or the application of the provision to other persons or circumstances, is not affected.

14. **Binding Effect.** This Agreement is binding on the parties and on their respective executors, administrators, representatives, successors, and assigns.

In witness whereof, the parties have duly executed this Agreement as of _____
200 ____.

KVHS:

PUBLIC HOSPITAL DISTRICT NO. _____
COUNTY, WASHINGTON

Superintendant and Chief Executive Officer

KVHS:

ARNP
Chief Nursing Officer

CRNA:

, CRNA

EXHIBIT A

CRNA COMPENSATION AND BENEFITS

- \$ annual income.
- Benefits: Health/dental, and vision.
- Education: One pre-authorized annual meeting paid by the District.
- Malpractice Insurance coverage.