

EMPLOYMENT AGREEMENT BETWEEN
[EMPLOYER] AND _____, M.D.

This is an Employment Agreement by and between **[Employer]**, a Wyoming **[Health Care Entity]** (“Employer”), having its principal place of business at _____ Wyoming 8_____, and _____, M.D. (“Physician”), effective as of the last date executed by the parties (the “Effective Date”).

RECITALS

WHEREAS, Employer is a (healthcare provider) in _____, Wyoming;

WHEREAS, Employer employs physicians to serve the health care needs of the community served by Employer, including _____ County, Wyoming;

WHEREAS, Physician is a qualified _____ physician and has experience providing medical administrative services;

WHEREAS, Employer desires to employ Physician in order to provide medical services to serve the community; and

WHEREAS, Physician desires to provide such services in the community as an employee of the Employer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements that follow, Employer and Physician agree as follows:

AGREEMENT

- 1) **Employer – Physician Relationship.** Physician is hereby employed by Employer to provide professional medical services and such other administrative, supervisory and coverage services as set forth in Exhibit A to this Agreement (collectively the “Services”). Physician’s employment with Employer will begin on or about _____, 20____ (“Physician’s Start Date”). Physician shall provide all Services pursuant to this Agreement as an employee of Employer. Physician shall be subject to and abide by all Employer policies, procedures, rules and regulations applicable to Employer’s employees during the term of this Agreement.
- 2) **Physician Qualifications.** Physician must satisfy the qualifications set forth in this Section 2 throughout the term of this Agreement.
 - a) Physician must establish and maintain Associate Medical Staff membership at such acute care hospitals as may be designated by Employer from time to time during the term of this agreement (each a “Hospital”) for the first year of his/her Medical Staff membership, and advance to and maintain Active Medical Staff membership at such Hospitals for the remaining term of this Agreement.

- b) Physician must maintain appropriate clinical privileges at such Hospitals to provide the Services contemplated hereunder.
- c) Physician must maintain a valid, unrestricted license to practice medicine in the State of Wyoming, and other states as directed by Employer from time to time during the term of this Agreement.
- d) Physician must maintain valid and unrestricted federal and state registrations to prescribe and dispense controlled substances.
- e) Physician must not be excluded, suspended, debarred or otherwise ineligible to participate in the Medicare, Medicaid or other government payer programs.
- f) Physician must maintain participating provider status for all third party payors and managed care organizations identified by Employer, including, without limitation, _____.
- g) Physician must not be convicted of or plead guilty to any felony or any misdemeanor related to patient services, controlled substances, sexual misconduct, assault, or any action taken from a position of trust.

Physician will immediately notify Employer in writing if he or she becomes aware of any investigation, proposed or pending legal, administrative or peer review action or other effort to suspend, restrict, terminate or otherwise adversely affect any of the required qualifications noted above, and will provide any relevant information requested by Employer regarding the investigation, action or other effort. The reasonable cost of all application and registration fees required for Physician to meet these obligations shall be borne by employer.

3) **Term.** This Agreement shall remain in effect for a period of three (3) years from the Physician's Start Date, unless earlier terminated pursuant to Section 4 below.

4) **Termination.**

a) This Agreement may be terminated by either party without cause upon ninety (90) days written notice to the other party. If either Employer or Physician terminates this Agreement pursuant to this Section 4, Employer shall pay the Physician his or her salary and provide Physician with the benefits set out herein through the effective date of termination or through the last day Physician provides Services in accordance with this Agreement, whichever is earlier.

b) Employer may terminate this Agreement immediately upon written notice to Physician for any of the following reasons, which shall be deemed "cause" and shall be stated with particularity in the written notice to Physician.

- i) If Physician fails to become or ceases to be a member of a Hospital's Medical Staff (Active or Associate, as applicable), for any reason, unless with Employer's explicit permission;
 - ii) Upon the failure to be granted, or expiration, suspension, revocation, restriction or termination of Physician's clinical privileges at a Hospital, for any reason, unless with Employer's explicit permission;
 - iii) Upon the expiration, suspension, revocation, surrender, restriction or cancellation of Physician's license to practice medicine in the State of Wyoming for any reason;
 - iv) Upon the expiration, suspension, revocation, surrender or cancellation of Physician's authority to prescribe medication, including controlled substances;
 - v) Upon the inability or incapacity of Physician to legally be employed, or continue to be employed, in the United States to provide the Services as required hereunder, regardless of reason or cause;
 - vi) Upon Physician's material inaccuracy (including a material omission) or misrepresentation of any warranty or representation made by Physician in this Agreement or in any written document provided to a Hospital for purposes of applying for and maintaining employment or for purposes of applying for and maintaining Medical Staff membership or clinical privileges;
 - vii) If Physician is convicted of or pleads guilty to any felony offense or any misdemeanor offense related to the delivery of patient care services, controlled substances, sexual misconduct or any misdemeanor based on action taken from a position of trust;
 - viii) If Physician's participating provider status for any managed care company or third party payer identified by Employer is rejected, suspended or terminated for reasons of professional qualifications, quality of care or professional conduct; or
 - ix) If Physician fails to report to Employer within ten (10) business days if Physician becomes aware that he/she is subject to an investigation, action or effort to affect any of Physician's qualifications as required under Section 2 above.
- c) If at any time Physician is unable to perform his or her normal duties for a period of three (3) consecutive months by reason of illness, accident, disability, or similar causes, Employer may, at its option and after fulfilling its obligations under the Americans With Disabilities Act, or any other similar law or regulation requiring EMPLOYER to make reasonable accommodation for Physician's disability or other inability to perform the essential functions of his or her job, terminate this Agreement without further liability, except that EMPLOYER shall pay all salary and benefits due Physician during the three (3) month period of disability. Notwithstanding any provision of this Agreement to the contrary, however, Physician shall be entitled to all benefits of the Federal Family Leave Act, if Physician is eligible, without Employer terminating this Agreement;

provided, however, any leave under the Family Leave Act shall be without pay except as otherwise provided in this Agreement.

- d) Employer may terminate this Agreement upon thirty (30) days' written notice to Physician and opportunity to cure for any of the following reasons, each of which is deemed "cause" and will be described with particularity in the written notice to Physician, provided the cause is capable of cure. Physician shall not, however, be entitled to any hearing on such termination for cause prior to termination, and explicitly waives any right to such hearing.
- i) Upon Physician's breach of this Agreement, including any failure to perform the duties required hereunder or failure or refusal to comply with the policies, standards and regulations of Employer, as established or amended from time to time, including, but not limited to compliance with policies relating to productivity, scheduling and the timely completion of patient charts, medical records, and other documentation required to bill for services rendered; or
 - ii) If Physician's participating provider status for any managed care company or third party payer identified by Employer is rejected, suspended or terminated for reasons of professional qualifications, quality of care or professional conduct; or
 - iii) If Physician repeatedly takes any action or engages in any act or omission that is reasonably materially detrimental to the legitimate business interests of Employer, after being notified that such act or omission is unacceptable under this subsection. Employer is not required to provide such notice if the act or omission would constitute "cause" under any other Section of this Agreement.

5) **Employment Screenings.** At Employer's reasonable request, Physician shall cooperate in the completion of such screenings as may be necessary to comply with Employer's then-current policies and procedures, as well as those set out below. Physician shall execute all authorizations and releases for the performance of such screenings reasonably requested by Employer, and shall authorize that the results be released to Employer. Such screenings may include, but not be limited to, criminal background checks, credit checks, drug screenings and health screenings. Employer will reasonably determine whether the results of such screenings are satisfactory. Unless otherwise agreed to by the parties in advance, Employer will arrange for, conduct and bear the cost of all such screenings.

- a) Physician shall provide EMPLOYER with such background information, including, but not limited to, references, licensing confirmation including a verified copy of Physician's current unrestricted license to practice in Wyoming, and confirmation of Physician's unrestricted right to work as a _____ physician in the United States for the term of this Agreement.

b) Physician shall obtain and provide documentation of (i) 2 doses MMR vaccine, or rubeola, rubella and mumps titers showing immunity (ii) record of 3 doses Hepatitis B vaccine series or Hepatitis B titer showing immunity or a signed statement of Hepatitis B vaccine refusal, (iii) 2 doses of varicella vaccine or varicella titer showing immunity or documented history of chickenpox, (iv) PPD (mantoux) less than twelve months old or chest x-ray in last year if known converter.

6) **Physician Covenants.** Physician's duties herein shall in all events be performed by Physician in accordance with local and customary rules of ethics and conduct in the medical profession and to the standards set out in this Agreement. The Physician further agrees to perform the following duties and obligations hereunder:

a) Physician agrees that, as an employee of Employer, any and all professional fees Physician generates from the practice of medicine while performing his or her duties pursuant to this Agreement, and while providing the Services, are the sole property of Employer, and Physician specifically disclaims any right, title or interest in or to such fees. To the extent necessary to comply with any applicable Medicare, Medicaid or other third party rules, policies or procedures on reassignment of such, Physician hereby conveys and assigns any such right to payment by Medicare, Medicaid or any third party payor to Employer, and agrees to accept the compensation set out herein as payment in full for the Physician's performance of his or her duties and obligations, including the Services, provided hereunder. Physician shall not bill Medicare, Medicaid or any other third party payor for services provided by Physician hereunder, except as requested by Employer. Physician shall execute such documents as may be reasonably necessary to effect such conveyance and assignment. The parties agree that each of them is jointly and severally responsible for any Medicare overpayment made to Employer as the result of Services provided by Physician that are reimbursable by Medicare. Physician shall have unrestricted access to claims submitted by Employer for any such Services he or she provides during the term of this Agreement.

(i) Exceptions. Notwithstanding the foregoing, the following shall not be considered "professional fees" generated by Physician from the practice of medicine, and Physician shall be permitted to keep all such fees generated by his or her efforts:



b) Physician agrees to complete all medical records in a timely manner, as required by Employer's applicable policies and procedures, as such are in effect from time to time. Physician shall promptly provide all information required to complete and maintain medical records, including diagnosis codes and care plans. All medical records shall remain the property of Employer. Physician shall be entitled to access to medical records, as needed, in connection with

responsibilities under this Agreement or as needed to reasonably conduct business, before or after the term of this Agreement, or comply with state or federal law. Upon expiration or termination of this Agreement, all original patient records and charts shall remain in the possession of Employer.

- c) In the event this Agreement is terminated for any reason or expires, Physician shall promptly complete all outstanding and incomplete medical records and other similar documentation, including, but not limited to, those necessary for Employer to bill and collect professional and/or technical fees generated by Physician's Services pursuant to this Agreement prior to such termination or expiration. If this Agreement is terminated pursuant to Section 4.b, all such medical records and/or documentation shall be completed by Physician within five (5) days after termination.
 - d) Physician agrees to comply with and support all requirements and aspects of Employer's then-current quality improvement, compliance and similar initiatives, as adopted and amended from time to time by Employer.
 - e) Physician hereby represents that Physician's performance pursuant to this Agreement does not violate any other agreement, contract or arrangement with a third party, including, but not limited to, any covenant not-to-compete or similar restriction.
 - f) Physician agrees to act in compliance with all applicable federal, state, and local laws and regulations in the performance of his or her duties and obligations under this Agreement.
- 7) **Employer Covenants.** As consideration for the Physician's performance of his or her obligations, duties, responsibilities and other terms and conditions of this Agreement, Employer shall, during the term of this Agreement:
- a) Compensate Physician as set out on Exhibit B, attached hereto, subject to tax withholding pursuant to state and federal tax laws, including federal income tax and taxes under the Federal Insurance Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA). Both parties shall make a good faith effort to keep the salary information confidential.
 - b) Provide professional liability insurance coverage for Physician during the term of this Agreement, with coverage limits of _____ Dollars (\$_____,000.00) per incident and _____ Dollars (\$_____,000.00) in the annual aggregate. Employer will provide such insurance by naming Physician as an additional insured on Employer's professional liability insurance, pursuant to the professional liability carrier's acceptance and endorsement of physician onto Employer's existing policy.

- c) Provide appropriate and reasonable office space, equipment, utilities, staff, and all other services necessary for Physician to perform his or her duties under this Agreement. Employer shall coordinate selection of facilities, equipment, and staff with Physician.
 - d) Perform all necessary billing and collection services for all Employer patients seen or treated by Physician as provided for herein.
- 8) **Patient Care.** Nothing in this Agreement shall be interpreted to dictate Physician's practice of medicine, Physician's delivery of direct patient care or independent judgment in the practice of medicine. Physician shall have complete control over the diagnosis and treatment of patients, and neither Employer, nor any employee of Employer, shall exercise any direct supervision or control over the individual treatment of the patient.
- 9) **Fair Market Value and No Requirement of Referrals.** Employer and Physician agree that no term of this Agreement is conditioned upon the admission, recommendation, referral or any other form of arrangement by Physician for utilization by patients or others of any item or service offered by Employer. Employer and Physician agree that the consideration exchanged hereunder is fair market value for the Services provided hereunder and is not determined in a manner that directly or indirectly takes into account the volume or value of any referrals by the Physician to any entity.
- 10) **Waiver of Breach.** The waiver by Employer or by Physician of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Employer or Physician.
- 11) **Non-assignability.** This Agreement shall be binding and shall inure to the benefit of Employer and Physician and their respective successors, heirs and legal representatives. Neither this Agreement, nor any rights hereunder, may be assigned by Physician without the written consent of Employer. Notwithstanding the foregoing, Employer may assign all or part of this Agreement, including all or any part of its duties, obligations and benefits, only to a Employer -affiliated entity, including, but not limited to, a wholly owned subsidiary of Employer, without Physician's consent, but upon no less than thirty (30) days' written notice to Physician. This Agreement may be terminated at the election of the Physician if a Change in Control of Employer occurs. For purposes of this Agreement, a "Change of Control" shall mean any change in the ownership of more than 50% of the ownership interests in Employer by any entity, except an entity that is affiliated with Employer as of the Effective Date of this Agreement.
- 12) **Entire Agreement/Amendments.** This Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement, superseding all prior communications, oral or written. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this Agreement. No amendment or modification of the terms and conditions of this Agreement shall be valid unless in writing signed by both parties hereto.

- 13) **Wyoming Law and Forum.** This Agreement shall be construed according to the laws of the State of Wyoming, its place of execution, and the parties agree that the District Court for the _____ Judicial District of Wyoming shall have exclusive jurisdiction to resolve disputes hereunder.
- 14) **Covenant Not-to-Compete.** Except to the extent described on Exhibit B (if any), during the term of Physician's employment by Employer and for a period of one (1) year thereafter, Physician shall not be employed by, or render services of any kind provided pursuant to this Agreement to Employer, or on Employer's behalf, to or on behalf of: a) any corporation, partnership, limited liability company, proprietorship or other business enterprise that provides, contracts for the provision of, or holds itself out to the public as a provider of, professional medical services at any location within _____.
- 15) **Change of Law.** The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement takes effect including but not limited to HIPAA and, in the event of conflict, the state and/or the federal law will supersede the terms of this Agreement. The parties agree to execute such amendments as may be necessary for HIPAA compliance as additional regulations are promulgated or become final and effective. In the event that any federal or state legislative or regulatory authority adopts any law or regulation which (a) renders this Agreement illegal or prohibited by applicable law or regulation; (b) establishes a material adverse change in the method or amount of reimbursement or payment for Services under this Agreement; (c) imposes requirements which require a material adverse change in the manner of either party's operations under this Agreement; or (d) legal counsel for either party advises that any of the terms or conditions of this Agreement poses an unreasonable risk of violating any law or regulation, then, upon the request of either party, the parties will enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the change in law or regulations while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such good faith negotiations, the parties are unable to reach an agreement as to how this Agreement will continue, then either party may terminate this Agreement upon one (1) day prior written notice. Notwithstanding the foregoing, if the change in law requires the immediate termination of this Agreement, this Agreement will be deemed to be so terminated.

AGREED TO AS OF THE LAST DATE WRITTEN BELOW.

EMPLOYER:

By: _____

_____ Date

Name: _____

Title: _____

PHYSICIAN:

_____, M.D./D.O.

Date

EXHIBIT A

PHYSICIAN SERVICES

DESCRIPTION (the "Services")

CLINICAL SERVICES

The Physician will provide professional medical services to patients in Employer's community pursuant to Section 1 of the Agreement. Such professional services shall encompass, but not be limited to, the following, and shall be performed as directed by Employer and as appropriate:

1. Unless otherwise agreed by Employer in writing in advance, Physician shall devote a sufficient amount of time to the performance of Services and obligations under this Agreement to the standards set forth herein, and to adequately serve the _____ needs of the community in conjunction with other such physicians in Employer's employ.
2. Physician will conduct an active practice in Physician's specialty and provide professional _____ medical services to patients in such practice, including but not limited to acceptance of new _____ patients to Physician's practice and admission and treatment of inpatient and outpatient hospital patients, as medically necessary.
3. Call coverage. Physician will provide a reasonable amount of physician coverage, including, but not limited to, after-hours, for Employer's _____ patients on an on-call basis, when scheduled to do so by Employer. Such on-call coverage shall be provided (to the extent possible) on a rotating basis with Employer's other _____ physicians.
4. Physician will coordinate all ancillary services related to the episode of care inclusive of all necessary items and services, including, but not limited to, durable medical equipment, and home health services, as applicable. Physician shall not, however select, or attempt to influence patients to select providers of ancillary outpatient services affiliated with Employer over unaffiliated providers. Physician will advise and assist EMPLOYER staff regarding efficient and effective use of appropriate ancillary services, and will assist in identifying resource shortages, areas for improvement, barriers to better disposition planning and any areas that impede high quality patient care.
5. Physician will cooperate with EMPLOYER in scheduling its _____ physicians, including Physician, to allow for timely and competent care, and for the early and timely rounding on _____ patients to facilitate the arrangement of discharge planning and care continuation by Employer staff, including arrangement of SNF and Home Health services.

6. Physician will use his or her reasonable efforts to coordinate appropriate patient care for specialist physician services (e.g., surgeons, orthopedists, neurosurgeons) to ensure timely and efficient patient care.

ADMINISTRATIVE SERVICES

Physician will perform administrative services pursuant to the Agreement, including, but not limited to, the following:

1. Meet with Employer's designated representative on a periodic basis to discuss Employer's performance and operations. Physician's compliance with his or her duties and obligations under, and the terms and conditions of, this Agreement shall be subject to periodic evaluation by Employer using such evaluation tools as Employer shall, in its sole discretion, see fit.
2. Assist as reasonably requested in the marketing and promotion of Employer program services.
3. Assist the Employer in the recruitment and management of Employer program personnel.

EXHIBIT B
COMPENSATION

1. **Salary.**
2. **Production Based Incentives.**
3. **Regional Development Activities.**
4. **Benefits.**
5. **Payment of Special Incentives.**
 - a. **Taxation and Reporting of Special Incentives.**
 - b. **Repayment of Special Incentives.**