NURSE PRACTITIONER EMPLOYMENT CONTRACT TEMPLATE
FOR HOSPICE SETTING

THIS AGREEMENT is made and entered as of the ___ day of ____________, 20___ by
and between __________________________ (“Hospice”), and _____________________________ an
individual nurse practitioner (“Nurse Practitioner”) (hereinafter referred to collectively as the
“Parties”).

WHEREAS, Hospice owns and operates a Medicare-certified hospice program which has
offices at various locations throughout __________________________;

WHEREAS, Hospice requires nurse practitioner services for each of its hospice
programs;

WHEREAS, Nurse Practitioner is licensed to practice in the state of ________________
________ as a nurse practitioner, possesses expertise in symptom management and pain control, is
knowledgeable regarding the psychosocial impact of terminal disease, and is otherwise qualified
to perform the services required hereunder;

WHEREAS, Hospice desires to employ Nurse Practitioner to provide general hospice and
medical advice and to serve as the attending practitioner for certain patients of the hospice, and
Nurse Practitioner desires to accept employment to provide such services;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth
herein and for other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the Parties agree as follows:

1. TERM AND TERMINATION. Unless sooner terminated as provided herein, the initial term
of this Agreement shall be for one (1) year commencing on ________________, 20__. After
the initial term, this Agreement shall automatically renew for additional one (1) year terms.
Either party may terminate this agreement without cause at any time upon thirty (30) days
advance written notice to the other party. Any breach by Nurse Practitioner of the obligations set
forth in the Health Insurance Portability and Accountability Act (HIPAA), which is not cured to
the satisfaction of Hospice within thirty (30) calendar days after notice of the breach is delivered
to Nurse Practitioner, may lead to immediate termination of this Agreement by Hospice.

2. NURSE PRACTITIONER’S EMPLOYMENT AND DUTIES. Hospice hereby employs
Nurse Practitioner, and Nurse Practitioner hereby accepts such employment, to perform all
reasonable duties within the scope of practice of the Nurse Practitioner under the terms and
conditions set forth herein and under the supervision of the Hospice Medical Director. Nurse
Practitioner shall provide, without limitation, the services set forth in Exhibit A and perform all reasonable duties relating to the assistance with the medical direction of the Hospice Team (e.g., 42 C.F.R., 418.1 et seq.). The Parties anticipate that Nurse Practitioner will be required to devote approximately ______ hours per week to his/her duties hereunder and shall report directly to ______________.

[a. If you have agreed to on-call time, the duties related to your on-call agreement should be included in this section. Include details regarding: Who you share call with; Call rotation; Night call; Weekend call, etc.]

3. COMPENSATION. Hospice shall compensate Nurse Practitioner for his/her services provided hereunder at a rate of $__________ per month/hour, which will be paid in accordance with the Hospice’s established pay periods.

[a. If you have agreed to on-call time, the compensation agreement related to your on-call agreement should be included in this section.]

[b. If you have negotiated a bonus formula (productivity-based, quality-based, profit-based, or patient satisfaction-based) with your employer, the arrangements, formulas, and details of the bonus should be included in this section. Any bonus agreement should be reviewed by a competent healthcare attorney to make sure the formula is agreed upon by both parties and is consistent with good patient care.]

4. EMPLOYEE BENEFITS. Nurse Practitioner shall have the following employee benefits:

   (i) VACATION TIME. Commencing with the date of this Agreement, Nurse Practitioner shall be entitled, without loss of pay, to absent himself/herself voluntarily from the performance of his/her employment under this Agreement for a period of equivalent to _______ weeks for a full-time employee, (i.e., 0.03846 hours of vacation will accrue for each hour worked). All such voluntary absences shall be scheduled in a reasonable manner by the Hospice. The Nurse Practitioner shall not be entitled to receive any additional compensation from the Hospice on account of his/her failure to take a vacation; nor shall he/she be entitled to accumulate unused vacation time from one fiscal year to the next.

   (ii) SICK AND PERSONAL TIME. Nurse Practitioner shall accrue the full-time equivalent of _________ (1 week/40 hours) sick time and two days (16 hours) personal time. This shall accrue at the rate of _________ hours (i.e. 0.01923) per hour worked and _________ (i.e. 0.00769) hours per hour worked, respectfully.

   (iii) CONTINUING EDUCATION. Nurse Practitioner shall be encouraged to attend professional conventions, postgraduate seminars and participate in professional societies so far as is reasonable and practical. Nurse Practitioner will be given an allowance of $________ per year for such continuing education.
(iv) **HEALTH INSURANCE.** Participation in the Hospice’s Health Plan is offered to Nurse Practitioner. If Nurse Practitioner accepts to participate, Hospice shall pay directly to the health insurance company up to $_______ per year for premiums for health insurance. If Nurse Practitioner does not accept to participate, the Hospice shall pay Nurse Practitioner as additional salary, an amount equal to the cost of providing said maximum annual premiums for health insurance.

(v) **MALPRACTICE INSURANCE.** Hospice shall at its sole cost and expense, purchase and maintain in full force and effect malpractice insurance for Nurse Practitioner upon limits mutually acceptable to the Nurse Practitioner and Hospice and as mandated by law and all applicable agencies. [Nurse practitioners should ask for detailed information as to whether the policy is claims-made or occurrence coverage.]

(vi) **CORPORATE FACILITIES.** The Hospice shall provide and maintain (or cause to be provided and maintained by any hospital or clinic, if appropriate) such facilities, equipment, and supplies as ____________ deems necessary for the Nurse Practitioner’s performance of his/her professional duties under the Agreement. Such facilities shall include, but are not limited to, the service of receptionists, nurses, laboratory technicians, other professional help as needed, administrative personnel, and bookkeepers.

5. **PROFESSIONAL REQUIREMENTS AND INSURANCE.** Nurse Practitioner shall maintain (i) an unrestricted license to practice in ________________________, (ii) current unrestricted D.E.A. registration (if applicable).

6. **BILLING AND FEES.**

   (i) Hospice shall bill and collect for any and all billable services provided by Nurse Practitioner under this Agreement as Nurse Practitioner and Hospice deem appropriate. Hospice shall retain all revenues collected from such billings. Nurse Practitioner acknowledges that he/she acquires no ownership interest in or personal claim to any fees charged or revenue received for any services rendered by Nurse Practitioner hereunder whether such services be professional, advisory or administrative, and whether said fees are collected during his/her employment or after termination thereof. Nurse Practitioner agrees to execute in a timely fashion such reassignment forms as may be required to facilitate billing, and collection by Hospice. Nurse Practitioner shall not directly or indirectly bill anyone for any services rendered pursuant to this Agreement regardless of whether such services are for the benefit of Hospice in Nurse Practitioner’s capacity as an advisor hereunder or as a professional nurse practitioner furnishing direct care to patients, including without limitation, Medicare and Medicaid beneficiaries.

7. **HOSPICE RECORDS.** The ownership and right of control of all reports, records and supporting documents prepared in connection with the services rendered by Nurse Practitioner shall vest exclusively with the Hospice; provided, however, Nurse Practitioner shall have such rights or access to such reports, records and supporting documentation as provided by Hospice policies.
8. **CONFIDENTIALITY OF PATIENT INFORMATION.** Nurse Practitioner shall comply with the Hospice’s Health Insurance Portability and Accountability Act (HIPAA) compliance polices and procedures.

9. **EMPLOYEE RELATIONSHIP.** Nothing in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the Parties. The relationship of Nurse Practitioner to Hospice is that of an employee.

10. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part without mutual written consent of the Parties, except by Hospice to an affiliated or successor organization. Subject to the foregoing limitation on assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

11. **REFERRALS.** Nothing in this Agreement or in any other arrangement between the Parties is intended to require or encourage Nurse Practitioner to refer patients to Hospice for service.

12. **COMPLIANCE WITH LAWS AND REGULATIONS.** In the event either party to this Agreement, in consultation with legal counsel, concludes in good faith that any provision of this Agreement or activity required hereunder violates any applicable federal, state or local law or any regulation, order or policy issued under any such laws, the Parties agree to renegotiate this Agreement to eliminate such violation.

13. **NON-DISCRIMINATION.** The Parties agree that in the performance of this contract they will neither discriminate nor permit discrimination against any person or group of persons on the grounds of diagnosis, race, age, sex, religion, national origin, handicap, sexual preference, or marital status.

14. **NOTICES.** Any notices required hereunder shall be in writing and delivered in person, or sent by registered mail, return receipt requested, postage prepaid, to the addresses indicated below, or to such other addresses as the Parties hereto may provide by notice to the other.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof, and supersedes all prior agreements and representations. The provisions of this Agreement, and any exhibits attached hereto, may only be modified by mutual written consent of the Parties.

16. **GOVERNING LAW.** This Agreement shall be interpreted, construed and governed according to the laws of the State of ________________.

17. **SURVIVAL.** The rights and obligation, of the Parties set forth in Section 5 (“Professional Requirements and Insurance”), Section 6 (“Billing and Fees”), Section 7 (“Hospice Records”), Section 8 (“Confidentiality of Patient Information”), and shall survive termination of this Agreement.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals with one original being delivered to each party.

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EXHIBIT A

JOB DESCRIPTION: NURSE PRACTITIONER

POSITION SUMMARY:

The Nurse Practitioner is directly responsible to the _________________ of Hospice to achieve Hospice goals and he/she is specifically responsible for the following functions and duties:

1. Developing and assuring, in collaboration with the Hospice staff, implementation of policies for the medical care of Hospice patients.
2. Providing counsel regarding medical issues within the Hospice Team and relationships with the medical community.
3. Serving as a member of the Community Advisory Committee and reporting activities and developments that relate to the medical care, of Hospice patients.
4. Promoting the Hospice program, including developing and maintaining effective and positive relationships with health care professionals within the community.
5. Participating in the continuing education of the Interdisciplinary Team Conferences to review Hospice patient care planning.
6. Serving as the attending physician for patients of Hospice who have elected Nurse Practitioner as their attending physician; provided that Nurse Practitioner shall render such services in accordance with Hospice medical policies and Medicare/Medicaid guidelines; and further provided that Nurse Practitioner shall at no time certify, review or re-certifying patients’ medical eligibility for Hospice services.
7. Communicating with Nurse Practitioner’s or other health practitioners providing services for Hospice patients at appropriate intervals, serving as a resource person in hospice medical management.
8. Participating in routine record review of Hospice patients.
9. Providing Hospice orientation/educational information to such Hospice team practitioners as Hospice may designate from time to time.
10. Presenting in-service programs and makes educational presentations to Hospice staff and volunteers, nursing home staff, hospital staff, medical students, nurses and resident physician’s assistants to promote understanding of hospice concepts, medical techniques, problem management and promotion of good working relationships.
11. Being available in an on-call capacity for consultation with Hospice staff.
12. Remaining current in the techniques of palliative medicine, through continuing medical education, medical journals, clinical research and peer contact.
13. Participating in Hospice utilization review and quality assurance activities, including chart review and audits, and resolving physician’s assistant conflicts.
14. Selecting and supervising associate practitioners as approved by the Hospice.
15. Acting in accordance with Hospice policies and procedures.
16. Participating as a member of the interdisciplinary group that establishes and/or updates the individual's plan of care, when serving as the attending physician; provided that Nurse Practitioner may not serve as or replace the medical director or physician designee.
QUALIFICATIONS:

1. Possesses necessary academic credentials to practice as a nurse practitioner and is currently licensed to practice as a nurse practitioner in the State of _________________.
3. Possesses expertise in symptom management and pain control and is knowledgeable regarding the psychosocial impact of terminal disease.