

Sample Contract for NPs in Primary Care Setting

Note: Your contract should have a specific time period for the agreement and it is important to revisit your contract before the agreement expires. This allows you the opportunity to renegotiate your contract. NAPNAP strongly encourages you to have a lawyer review your contract to ensure all aspects are in your best interest.

NURSE PRACTITIONER EMPLOYMENT CONTRACT TEMPLATE FOR PRIMARY CARE SETTING

THIS AGREEMENT is made and entered as of the ____ day of _____, 20____ by and between _____ (“Employer”), and _____ an individual nurse practitioner (“Nurse Practitioner”) (hereinafter referred to collectively as the “Parties”).

WHEREAS, Employer owns and operates a group practice which has office(s) located at _____;

WHEREAS, Employer requires nurse practitioner services for each its group practice;

WHEREAS, Nurse Practitioner is licensed to practice in _____ as a nurse practitioner, and is otherwise qualified to perform the services required hereunder;

WHEREAS, Employer desires to employ Nurse Practitioner to provide care and to serve patients of the group practice;

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 Employer within thirty (30) calendar days after notice of the breach is delivered to Nurse Practitioner, may lead to immediate termination of this Agreement by Employer.

2. NURSE PRACTITIONER’S EMPLOYMENT AND DUTIES. Nurse Practitioner shall perform all reasonable duties within the scope of practice of a nurse practitioner licensed in the state of _____. Nurse Practitioner shall provide, without limitation, the services set forth in Exhibit A which are hereby incorporated by reference. The Parties anticipate that Nurse Practitioner will be required to devote approximately _____ hours per week to his/her duties hereunder.

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

3. COMPENSATION. Employer 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 Employer's pay periods.

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

[b. If NP has negotiated a bonus formula (productivity-based, quality-based, profit-based, or patient satisfaction-based) with the 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 EMPLOYER. The Nurse Practitioner shall not be entitled to receive any additional compensation from the EMPLOYER 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 Employer's Health Plan is offered to Nurse Practitioner. If Nurse Practitioner accepts to participate, Employer 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 employer 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. The Employer shall, at Employer's sole cost and expense, purchase and maintain in full force and effect malpractice insurance for Nurse Practitioner upon limits acceptable to the Employer and as mandated by law and all applicable agencies. [NP should ask for detailed information as to whether the policy is claims-made or occurrence coverage.]

5. PROFESSIONAL REQUIREMENTS. Nurse Practitioner shall maintain (i) an unrestricted license to practice in the state of _____, (ii) current unrestricted D.E.A. registration (if applicable).

6. BILLING AND FEES. Employer shall bill and collect for any and all billable services provided by Nurse Practitioner under this Agreement as Nurse Practitioner and Employer shall deem appropriate. Employer 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 Employer.

7. EMPLOYEE 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 Employer. Nurse Practitioner shall have such rights or access to such reports, records and supporting documentation as provided by Employer's policies.

8. CONFIDENTIALITY OF PATIENT INFORMATION. Nurse Practitioner shall comply with the Employer's Health Insurance Portability and Accountability Act (HIPAA) compliance policies 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 Employer 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 Employer 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 Employer 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 _____.

18. SURVIVAL. The rights and obligation, of the Parties set forth in Section 5 (“Professional Requirements and Insurance”), Section 6 (“Billing and Fees”), Section 7 (“Employer Records”), and Section 8 (“Confidentiality of Patient Information”) 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.

EMPLOYER
Facility Name

NURSE PRACTITIONER
Name

Address

Address

City/state/zip

City/state/zip

By

Signature

Date

Date

SS# or Tax I.D.#

NPI #

EXHIBIT A
JOB DESCRIPTION: NURSE PRACTITIONER

POSITION SUMMARY:

The Nurse Practitioner is directly responsible to achieve _____ goals and he/she is specifically responsible for the following functions and duties, but not limited to, the following:

1. Practice in accordance with the state's laws, rules and regulations. Nurse Practitioner shall practice as a member of an interdisciplinary health care team for all patients (specify age range). As a member of this team, the Nurse Practitioner provides primary health care through direct care, consultation, collaboration, coordination and/or referral;
2. Keeping and maintaining (or causing to be kept and maintained) appropriate records relating to all professional services rendered by him/her under the Agreement;
3. Preparing and attending to, in connection with such services, all reports, claims, correspondence necessary or appropriate in the circumstances, all of which records, reports, claims and correspondence shall be the property of the Employer;
4. Performance of all things reasonably desirable and necessary to maintain and improve his/her professional skills.