

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Between Clinton Regional Hospital Authority & ER Provider for Emergency Room Coverage

This Independent Contractor Services Agreement ("Agreement") is entered into by and between Clinton Regional Hospital Authority, a public trust organized under the laws of the State of Oklahoma (hereinafter "Hospital"), and ER Provider, an independently licensed Nurse Practitioner (hereinafter "Provider"). The purpose of this Agreement is to formalize the parties' understanding regarding the Provider's role as Emergency Room Services Provider for Clinton Regional Hospital, while outlining the terms, obligations, and expectations governing such services.

Both parties share a commitment to delivering high-quality, community-focused care to the citizens of Clinton and the broader Western Oklahoma region. In recognition of this shared mission, and the evolving needs of the Hospital's Emergency Department (ED) services, the following terms shall apply:

1. SCOPE OF SERVICES

1.1 Specific Service Requirements

The Provider shall provide emergency medical services through 24-hour shifts throughout the month, as scheduled on the Emergency Department coverage calendar, unless otherwise agreed in writing. It is understood that a more permanent work schedule will be considered as this relationship progresses.

Such Services shall include:

- a) **Response Standards:** Responding in a timely manner, consistent with Hospital's medical staff bylaws and emergency protocols, to documented medical consultation requests, emergency calls, or rapid response calls within fifteen (15) minutes of receiving such request during scheduled shifts.
- b) **Patient Assessment and Documentation:** Providing comprehensive emergency medical evaluations, diagnoses, and treatment plans for all patients presenting to the Emergency Department, with complete documentation in the electronic medical record (EMR) within 48 hours of patient encounter completion.
- c) **Emergency Procedures:** Performing emergency medical procedures within Provider's scope of practice and Emergency Medicine credentials, including but not limited to:
 - Advanced airway management and emergency intubation
 - Emergency cardiovascular procedures and ACLS protocols
 - Trauma stabilization and management per ATLS guidelines
 - Emergency psychiatric evaluations and crisis intervention
 - Toxicology assessment and overdose management
 - Emergency pediatric care per PALS protocols

- d) **Transfer Coordination:** Coordinating transfer of patients to higher levels of care, specialty facilities, or other hospitals as medically appropriate, including communication with receiving Providers, arranging appropriate transport, and ensuring complete documentation and medical clearance for transfer.
- e) **24-Observation:** Alternatively, admitting the patient for 24-hour “Observation” inside the ER as designated and allowed by the REH Standards.
- f) **Consultation and Collaboration:** Coordinating with specialists, primary care Providers, and consulting services for admitted patients requiring ongoing care under the REH model of “Observation” within the ER for spans of 24-hours at a time, including timely communication of patient status and treatment recommendations.
- g) **Emergency Department Operations:** Providing oversight of Emergency Department patient flow, triage decisions, bed management, and coordination with nursing and ancillary staff to ensure efficient department operations and optimal patient throughput times.
- h) **Quality Assurance Participation:** Participating in Hospital quality improvement initiatives, peer review processes, incident investigations, morbidity and mortality conferences, and performance improvement activities related to emergency care.
- i) **Documentation Compliance:** Ensuring all medical documentation meets federal billing requirements, supports appropriate ICD-10 and CPT coding, and complies with Medicare, Medicaid, and third-party payor documentation standards for maximum reimbursement.
- j) **EMTALA Compliance:** Ensuring strict compliance with Emergency Medical Treatment and Labor Act (EMTALA) requirements for medical screening examinations, stabilization of emergency medical conditions, and appropriate transfers when Hospital capabilities are exceeded.
- k) **Family Communication:** Communicating with patients and family members regarding emergency care, treatment plans, disposition decisions, prognosis, and discharge instructions in a professional, compassionate, and culturally sensitive manner.
- l) **Emergency Response:** Participating in Hospital emergency response protocols including disaster preparedness, mass casualty incidents, infectious disease outbreaks, and public health emergencies as directed by Hospital administration.
- m) **Supervision and Teaching:** Supervising and mentoring emergency department mid-level providers, residents, medical students, and other clinical staff, including oversight of onboarding processes and providing clinical guidance and feedback.
- n) **Administrative Duties:** Fulfilling administrative responsibilities as Emergency Room Lead including participation in staff meetings, policy development, protocol review, strategic planning activities, and coordination with Hospital leadership on departmental initiatives.
- o) **Continuing Education:** Maintaining current knowledge of emergency medicine practices through continuing medical education, implementing evidence-based care protocols, and staying current with emergency medicine literature and best practices.
- p) **Regulatory Compliance:** Ensuring all emergency care services comply with applicable federal, state, and local regulations, Joint Commission standards, CMS requirements, and Hospital policies and procedures.

q) **Hospital Service Utilization:** Provider shall utilize Hospital's ancillary services, departments, and resources whenever clinically appropriate and available, including but not limited to laboratory services, radiology and imaging, physical therapy, cardiac rehabilitation, wound care services, respiratory therapy, and other diagnostic or therapeutic services offered by Hospital. Provider may refer patients to outside providers only when: (i) Hospital does not offer the required service; (ii) Hospital service is temporarily unavailable due to equipment failure or staffing; (iii) patient specifically requests outside provider and such request does not compromise medical care; or (iv) clinical circumstances require immediate access to services not available at Hospital. Provider acknowledges that utilization of Hospital services supports Hospital's financial sustainability and contributes to the overall success of the healthcare delivery system.

1.3 Additional Responsibilities

The Provider agrees to support the development of care pathways, documentation templates, and administrative protocols to ensure high-quality and compliant care. Provider will assist in the onboarding and mentorship of staff to improve continuity and efficiencies.

2. QUALIFICATIONS OF PROVIDER

Provider covenants to Hospital that Provider will:

- a) Hold an unrestricted license to practice medicine in the State of Oklahoma, and in any additional locations where patients treated by Provider may be located, at all times during the Term;
- b) Maintain a current DEA registration and narcotics license number at all times issued by the appropriate governmental agency or agencies during the Term;
- c) Maintain Board Certification in Emergency Medicine, Family Practice with Emergency Medicine experience, or demonstrate active Board Eligibility with completion within 24 months of the Effective Date;
- d) Be eligible for participation in federal healthcare programs and any State healthcare programs in a State where patients treated by Provider may be located, at all times during the Term;
- e) Maintain current ACLS (Advanced Cardiac Life Support), PALS (Pediatric Advanced Life Support), and ATLS (Advanced Trauma Life Support) certifications throughout the Term; and
- f) Maintain active medical staff privileges and credentials at Clinton Regional Hospital throughout the Term.
- g) Maintain and provide proof of an active Medical Malpractice Certificate of Coverage at all times, in the amount of \$1M - \$3M per occurrence.

3. REPRESENTATIONS AND WARRANTIES OF PROVIDER

Provider represents and warrants to Hospital that:

- a) As of the Effective Date and throughout Provider's engagement with Hospital, Provider will hold any and all professional licensures and qualifications necessary for the lawful and ethical provision of emergency

medical services contemplated under this Agreement and consistent with Provider's competencies and scope of practice, as well as any other professional licenses and qualifications represented by Provider in his résumé, curriculum vitae, job application, or during the interview process (individually and collectively "Professional Qualification(s)"). Provider will immediately disclose to Hospital, in writing, the details of any material change to the information contained in the résumé, curriculum vitae, job application, or information conveyed during any interview process.

b) Provider is not restricted by any agreement concerning noncompetition or similar restraints with any previous employer or other third party, nor is Provider subject to any other restraints that would impair or encumber his ability or authority to perform the duties described in this Agreement.

c) Provider is not currently a party to any claim or lawsuit involving Provider's prior practice and knows of no facts that would cause Provider to believe any claim or lawsuit would be filed. Provider will immediately disclose to Hospital the details of any professional negligence lawsuit that is commenced against him, as well as any facts that might give rise to any other legal action against Provider and/or Hospital.

d) Provider has not been excluded from participation in any federal or state health care program for the provision of items or services for which payment may be made under such federal health care programs, and no final adverse action has occurred or is pending or threatened against Provider that would or could result in such exclusion. Provider will also immediately disclose, in writing, to Hospital any action brought against Provider during the Term of this Agreement that might result in exclusion from a federal or state healthcare program.

e) Provider has never had any Professional Qualification suspended or terminated, nor has Provider voluntarily surrendered or accepted any restriction of any Professional Qualification in lieu of disciplinary proceedings. Provider will immediately disclose in writing to Hospital the details of any consent agreement, suspension, termination, or surrender of Provider's Professional Qualification and/or any peer review action or any investigation that is commenced against Provider.

f) Provider is fully capable, both physically and mentally, of conducting the clinical and administrative duties, along with all other obligations, contemplated under this Agreement, with or without reasonable accommodation.

4. TERM AND TERMINATION

4.1 Term

This Agreement shall become effective upon the date of full execution by both parties and shall remain in effect for an initial term ending on January 31st, 2027, unless otherwise terminated according to the terms within this document and shall automatically renew for successive one (1) year terms unless terminated in accordance with this Agreement.

4.2 Termination Without Cause

Either party may terminate this Agreement without cause upon ninety (90) days' advance written notice. During such period, the parties shall cooperate to ensure continuity of care and administrative transition.

4.3 Immediate Termination for Cause

Hospital may terminate this Agreement immediately for cause if Provider:

a) Ceases to be qualified as required in Section 2; b) Fails to comply with all of Provider's representations, warranties, and covenants in this Agreement, including those set forth in Section 3; c) Fails to appear for scheduled shifts without prior approval or qualified backup; d) Commits gross negligence, fraud, or misconduct in the provision of medical care; e) Violates any applicable laws, Hospital policies, or ethical standards including EMTALA, HIPAA, or HITECH; f) Fails to maintain licensure, credentials, DEA registration, or hospital privileges; g) Refuses or fails a drug or alcohol test when reasonably requested; h) Repeatedly fails to complete timely documentation or comply with billing requirements; i) Engages in any act that damages the reputation or trust of the Hospital or its staff; j) Uses alcohol to the extent that it impairs job performance, uses alcohol during working hours, unlawfully uses controlled substances, or uses any illegal substance; k) Engages in personal or professional conduct that is detrimental to patient safety or quality patient care; l) Commits any offense punishable as a felony or involving moral turpitude; or m) Fails to maintain required professional liability insurance coverage.

4.4 Post-Termination Obligations

Upon termination, Provider shall:

- Complete all outstanding documentation within 48 hours;
- Return all Hospital property, equipment, and confidential information;
- Provide professional transition assistance as reasonably requested;
- Obtain required tail insurance coverage; and
- Maintain confidentiality obligations in perpetuity.

5. COMPENSATION

5.1 Base Compensation Structure

In exchange for services rendered under this Agreement, Hospital shall compensate Provider as follows:

a) Clinical Shift Compensation:

- Base rate: \$95 per hour for clinical services during approved shifts
- Standard 24-hour shift: \$2280.00
- Holiday premium: Additional \$500.00 per 24-hour shift on designated holidays

b) Designated Holidays:

- New Year's Day
- Memorial Day
- Independence Day

- Labor Day
- Thanksgiving Day
- Christmas Day

5.2 Payment Terms

All compensation shall be paid monthly within fifteen (15) days following Hospital's receipt of properly documented invoice and shift logs. The Board of Trustees approve AP to include compensation twice per month. Provider shall submit shift logs and documentation within five (5) business days after the end of each calendar month. This invoice will be presented as an AP during the following Board Meeting for Payment. Payment will be executed thereafter.

5.3 Independent Contractor Status

Provider is engaged as an independent contractor and shall be solely responsible for all federal, state, and local tax liabilities, including self-employment taxes. Hospital shall not provide fringe benefits or employer contributions beyond what is expressly stated in this Agreement.

5.4 Responsibility for Scheduled Hours

Hospital will be responsible to pay Provider for all hours scheduled during each calendar month. Provider sent home due to low census or Hospital operational conditions will exclude Hospital from compensating Provider for those hours. Hospital will not be responsible for hours lost due to Provider's request to leave, absenteeism, sickness, or personal time off.

6. PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION

6.1 Insurance Coverage Requirements

a) Provider is liable to provide proof of coverage on a "claims made" basis against claims of professional errors or omissions for Services provided hereunder. The limits of liability shall not be less than \$1,000,000 per occurrence and \$3,000,000 per annum in the aggregate.

6.2 Extended Reporting Coverage

If this Agreement terminates for any reason, Provider will provide proof of coverage and maintain extended reporting coverage (or "tail insurance") of no less than five (5) years duration with limits no less than those specified above. Hospital may, in its discretion, withhold the amount of such premiums or fees from compensation or other payments due to Provider and pay it directly to the insurance carrier.

6.3 Indemnification by Provider

Provider will indemnify, defend, and hold Hospital harmless from and against all liabilities, costs, damages, expenses, and reasonable attorneys' fees arising out of or attributable to:

a) Professional Services:

- Provider's acts, errors, or omissions in providing emergency medical services under this Agreement
- Professional negligence or malpractice claims related to Provider's patient care
- Failure to meet applicable standards of emergency medical care

b) Regulatory Compliance:

- Violation of EMTALA, HIPAA, HITECH, or other applicable healthcare regulations
- Failure to maintain required professional licenses, credentials, or hospital privileges
- Actions resulting in sanctions or exclusions from federal or state healthcare programs

c) Contract and Policy Compliance:

- Breach of this Agreement or violation of Hospital policies and procedures
- Misuse of Hospital equipment, systems, or confidential information
- Failure to comply with documentation, billing, or quality assurance requirements

d) Independent Contractor Status:

- Any determination by governmental agencies that Provider should be classified as an employee rather than an independent contractor, including associated taxes, penalties, and benefit obligations

This indemnification shall survive termination of this Agreement and includes reasonable attorneys' fees and costs. Provider's obligation to defend shall be satisfied by engaging counsel acceptable to Hospital or reimbursing Hospital for its defense costs.

6.4 Hospital Indemnification Limitations

Hospital assumes no liability for wages or benefits owed to any employees or contractors engaged by Provider. Provider agrees to carry all required insurance appropriate to the circumstances, including workers' compensation insurance if applicable.

7. BILLING RIGHTS ASSIGNMENT AND COLLECTIONS

7.1 Complete Assignment

Hospital and/or its agent will bill and collect all fees for professional services rendered by Provider under this Agreement. Provider hereby assigns any interest which Provider may have to bill and receive payment for Provider's provision of services under this Agreement and acknowledges that Provider will have no right, title, or interest in any amounts received for provision of Services hereunder.

7.2 Documentation Responsibility

Provider shall be responsible for proper documentation and coding of Provider's services in accordance with current CPT, ICD-10, and HCPCS standards to support appropriate billing and reimbursement.

7.3 Direct Payment Handling

In the event Provider receives any professional fees directly from patients or third-party payors, Provider shall promptly deliver all amounts received to Hospital within five (5) business days of receipt.

7.4 Power of Attorney for Billing

In the event that any third-party payor or circumstances require services performed by Provider to be billed in the name of or on behalf of Provider, Provider hereby designates, authorizes and appoints Hospital as Provider's billing agent and grants Hospital a limited power of attorney to bill on behalf of Provider for all such services.

7.5 Post-Termination Payments

If, following termination of this Agreement, Provider receives any payment from any patient who owes fees to Hospital or from any third party on behalf of such patient, such payment shall be treated as a payment to Hospital, and Provider shall promptly remit such amount to Hospital within five (5) business days of receipt.

8. DOCUMENTATION, BILLING, AND AUDIT SUPPORT

8.1 Critical Documentation Requirements

Provider understands that incomplete or inadequate medical documentation directly impacts Hospital's ability to bill and collect payment for services. Therefore, Provider shall complete ALL required medical documentation within 48 hours of patient encounter completion, including but not limited to:

a) Mandatory Documentation Elements:

- Complete history and physical examination notes
- Assessment and medical decision-making documentation
- Treatment plans and clinical orders
- Procedure notes and procedural documentation
- Discharge summaries and instructions
- Time-based documentation for appropriate billing levels
- All required signatures and attestations

b) EMR Completion Standards:

- All patient charts must be finalized and signed in the EMR within 48 hours

- No unsigned or incomplete charts may remain open beyond 48-hour deadline
- All required fields, templates, and documentation elements must be completed
- Provider responsible for ensuring all documentation supports level of service billed

8.2 Billing Documentation Compliance

a) Revenue Impact Acknowledgment: Provider acknowledges that incomplete, inaccurate, or untimely documentation:

- Prevents Hospital from billing for services rendered
- Results in claim denials and lost revenue
- Creates compliance risks and audit exposure
- May trigger recoupment demands from payors

b) Documentation Standards: All documentation shall:

- Accurately support billing and reimbursement per current ICD-10, CPT, and HCPCS standards
- Meet Medicare/Medicaid documentation requirements for payment
- Comply with commercial payor documentation standards
- Support medical necessity for services provided
- Include all elements required for appropriate E&M coding levels

8.3 EMR Training and Competency

a) Initial Training Requirements:

- Provider must complete Hospital's EMR training program before providing services
- Demonstrate competency in all required EMR functions and workflows
- Pass EMR competency assessment with minimum 90% score
- Complete specialized training on emergency department EMR templates and protocols

b) Ongoing EMR Education:

- Attend all mandatory EMR updates and training sessions
- Complete annual EMR competency reassessment
- Participate in EMR optimization and workflow improvement initiatives
- Maintain proficiency in all system updates and new functionalities

8.4 Documentation Monitoring and Compliance

a) Real-Time Monitoring:

- Hospital will monitor chart completion rates daily
- Provider will receive automated alerts for incomplete documentation
- Immediate notification required for any charts approaching 48-hour deadline
- Daily reports provided to Provider showing documentation status

b) Progressive Compliance Enforcement:

- **First Instance (24-48 hours late):** Verbal reminder and documentation in personnel file
- **Second Instance:** Written warning and mandatory refresher training
- **Third Instance:** a 20% reduction of the standard per hour coverage rate. Until charts have been completed.
- **Persistent non-compliance (>3 instances in 90 days):** Grounds for termination for cause

c) Severe Non-Compliance Penalties:

- **Charts >72 hours late:** \$250 penalty per chart plus mandatory remedial training
- **Charts causing billing denials due to inadequate documentation:** Full fiscal responsibility for lost revenue
- **Willful refusal to complete documentation:** Immediate termination for cause

8.5 Chart Deficiency Process

a) Deficiency Notification:

- Provider will receive immediate electronic notification of any chart deficiencies
- All deficiencies must be corrected within 24 hours of notification
- Second notice issued if not corrected within 24 hours

b) Billing Hold Process:

- Charts with missing documentation will be placed on billing hold
- No payment submitted until documentation complete
- Provider responsible for any revenue loss due to delayed or incomplete documentation after appropriate notice and opportunity to cure

8.6 Federal Documentation Guidelines and Audit Support

a) Compliance Training: Provider will complete mandatory annual training on:

- Medicare/Medicaid documentation requirements
- E&M coding guidelines and documentation standards
- Fraud, waste, and abuse prevention
- EMTALA documentation requirements
- Joint Commission documentation standards

b) Audit Cooperation: Provider agrees to provide full cooperation and support for:

- Medicare/Medicaid audits affecting ED services
- Commercial payor audits and appeals
- Internal compliance auditing and chart reviews
- External quality assurance reviews
- State and federal regulatory inspections

8.7 Third-Party Payor Requirements

Provider will participate in health plan arrangements at Hospital's request and will enter into agreements required by Hospital and health plans. Hospital will represent Provider in all health plan contracting and negotiations. Provider will comply with all payor-specific documentation requirements to ensure maximum reimbursement.

9. MEDICAL RECORDS AND CONFIDENTIALITY

9.1 HIPAA Compliance

Provider shall abide by all legal requirements, including HIPAA Privacy and Security Rules, HITECH Act, and all implementing regulations, as well as applicable state laws for maintaining confidentiality of patient information.

9.2 Confidential Information Definition

Under this Agreement, Hospital may disclose proprietary and confidential information to Provider ("Confidential Information"), including:

- Hospital business operations, financial data, and strategic information
- Clinical protocols, treatment algorithms, and quality improvement data

- Business relationships with Providers, payers, vendors, and other entities
- Hospital policies, procedures, and strategic planning information
- Patient information protected under HIPAA and state privacy laws
- Terms of this Agreement and other contractual relationships
- Any internal business information Hospital intends to be treated as confidential

9.3 Non-Disclosure Obligations

Provider will not, at any time during or after the Term, divulge, disclose, or communicate any Confidential Information to any person or entity without express prior written consent of Hospital, except as required by court order or government agency with proper notice to Hospital.

9.4 Remedies for Breach

Any violation of confidentiality provisions will result in immediate and irreparable harm to Hospital. Upon any breach or threatened breach, Hospital shall be entitled to seek immediate injunctive and equitable relief, including specific performance, without bond and without necessity of showing actual monetary damage.

10. COMMUNITY ENGAGEMENT AND REFERRAL OUTREACH

Provider shall actively support Hospital's visibility, reputation, and growth by participating in:

- At least one public-facing engagement per contract year (Chamber of Commerce events, radio/newspaper interviews, town hall meetings, or local school health talks);
- A minimum of three (3) documented outreach contacts annually with primary care or urgent care providers in the region to promote coordinated care and establish referral pathways; and
- Collaboration on at least two (2) patient education resources annually for Hospital's website or social media channels.

Provider shall log these outreach efforts and provide summaries during quarterly leadership updates.

11. EQUIPMENT, MEALS, AND TECHNICAL SUPPORT

11.1 Hospital-Provided Resources

Hospital shall provide at no cost to Provider:

- Secure, Hospital-issued laptop pre-configured for EHR documentation
- Access to all required hospital systems and secure messaging
- Basic IT support for troubleshooting and device management

- Meals (breakfast and lunch) during on-site 24-hour shifts when cafeteria is open
- Access to on-call Provider Suite

11.2 Provider Responsibilities

Provider agrees to:

- Use Hospital-issued equipment solely for clinical and administrative duties
- Report technical issues within 24 hours
- Return all equipment in working condition within five business days of termination

12. SHIFT COVERAGE AND ATTENDANCE

12.1 Shift Expectations

Provider is expected to work 24-hour shifts ranging between 4-6 shifts per month unless otherwise modified in writing.

12.2 Coverage Requirements

Provider shall:

- Provide at least thirty (30) calendar days' written notice to reschedule a shift, except for verifiable illness or emergency
- Secure pre-approved backup coverage using Hospital-credentialed providers
- Remain physically on-site during scheduled shifts unless transferring patients or on approved breaks

12.3 Penalties for Non-Compliance

Any shift missed without proper notice or coverage may result in:

- Withholding of shift payment for that date
- Performance deficiency notice
- Possible termination for cause after repeated violations

14. PERFORMANCE REVIEW AND QUALITY METRICS

14.1 Review Schedule

Formal evaluations shall occur at 90 days, 6 months, and annually thereafter.

14.2 Quality Performance Metrics

Hospital will track and evaluate Provider's performance based on the following key quality indicators:

a) Patient Flow and Access Metrics:

- Average door-to-Provider time (target: <15 minutes)
- Left without being seen (LWBS) rate (target: <3%)
- Average length of stay for discharged patients
- Patient throughput times by acuity level

b) Clinical Quality Metrics:

- Patient satisfaction scores (target: >90th percentile)
- Documentation completion within 48 hours (target: 100% compliance)
- Chart completion rate without deficiencies (target: >95%)
- Appropriate admission/discharge decisions
- Compliance with EMTALA requirements
- Adherence to evidence-based protocols
- Billing documentation adequacy for maximum reimbursement

c) Safety and Compliance Metrics:

- Patient safety incident rates
- Medication error rates
- Hospital-acquired infection rates in ED
- Compliance with hand hygiene and PPE protocols

d) Leadership and Operational Metrics:

- Staff satisfaction scores and feedback
- Participation in required meetings and committees
- Timeliness of administrative reports and deliverables
- Achievement of departmental strategic goals

14.3 Quarterly Quality Reviews

Hospital will provide Provider with quarterly performance dashboards including:

- Comparative data against national benchmarks
- Trending analysis of key metrics
- Peer comparison data when available
- Specific areas for improvement or recognition

14.4 Assessment Criteria

Hospital will assess Provider's overall performance based on:

- Achievement of quality metrics outlined in Section 14.2
- Accuracy, completeness, and timeliness of patient documentation
- Participation in quality improvement initiatives and internal audits
- Responsiveness to feedback and communication with staff
- Clinical outcomes and professional conduct
- Peer reviews from medical colleagues
- Patient reviews and feedback
- Fulfillment of leadership and administrative responsibilities

14.5 Performance Improvement

If deficiencies are identified in quality metrics or other performance areas, Hospital may implement a Performance Improvement Plan (PIP) with specific goals, metrics, timeline, and check-in intervals. The PIP will include:

- Specific measurable objectives for improvement
- Timeline for achieving objectives (typically 30-90 days)
- Resources and support to be provided
- Regular check-in intervals and progress assessments
- Consequences for failure to achieve improvement goals

Failure to demonstrate measurable improvement during the PIP period may result in corrective action, suspension, or termination.

15. INTELLECTUAL PROPERTY

15.1 Work Made for Hire

All protocols, clinical documentation templates, quality assurance tools, checklists, workflows, and training materials created by Provider while performing duties under this Agreement shall be considered "work made for hire" and sole intellectual property of Hospital.

15.2 Hospital Ownership Rights

Hospital retains exclusive rights to use, modify, and distribute such materials for clinical, operational, or educational purposes.

15.3 Joint Development

For novel programs or innovations beyond routine deliverables, Hospital may enter into separate agreement with Provider to define joint ownership, licensing rights, or compensation for commercially viable work.

16. TECHNOLOGY AND INFORMATION SECURITY

16.1 Security Requirements

Provider agrees to use only encrypted, password-protected, Hospital-authorized devices when accessing EHR, internal systems, or transmitting PHI. Personal devices may not be used without written approval from Hospital IT Director.

16.2 Data Storage

Hospital data must be stored only within Hospital's designated platforms and cloud infrastructure. All access must comply with HIPAA, HITECH, and Hospital cybersecurity protocols.

16.3 Breach Reporting

Any confirmed or suspected security breach must be reported to Hospital Privacy Officer or IT Director immediately.

16.4 Penalties for Non-Compliance

Violations may result in written warnings, system access suspension, financial liability for damages, or termination for gross negligence.

17. DRUG AND ALCOHOL POLICY

17.1 Safety-Sensitive Position

Hospital classifies Provider's role as safety sensitive. Hospital reserves the right to initiate drug and alcohol testing for reasonable suspicion, after patient safety incidents, or at recommendation of Hospital leadership.

17.2 Compliance Requirements

Provider shall comply with all testing procedures and timelines. Refusal to submit testing or confirmed positive result may result in immediate suspension or termination.

18. EMERGENCY PREPAREDNESS

Provider shall participate in all Hospital emergency preparedness initiatives, including pandemic response, disaster drills, surge staffing, and cross-training. In declared emergencies, Provider may be asked to adjust shifts or responsibilities as needed.

19. DISPUTE RESOLUTION

20.1 Good Faith Discussion

Any dispute under this Agreement shall first be addressed through good-faith discussion between the parties.

20.2 Mediation

If unresolved within thirty (30) days, parties shall engage in non-binding mediation in Custer County, Oklahoma, with a mediator mutually agreed upon by the parties.

20.3 Arbitration

If mediation fails, the matter shall proceed to binding arbitration under the rules of the American Arbitration Association (AAA). The arbitrator's decision shall be final and binding on both parties.

20.4 Governing Law and Venue

This Agreement shall be governed by Oklahoma law. Venue for any mediation or arbitration shall be in Custer County, Oklahoma.

21. COMMUNICATION AND RESPONSE TIME

21.1 Response Requirements

Provider agrees to monitor and respond to Hospital communications through designated secure platforms within twenty-four (24) hours unless on approved leave or during 24-hour shifts.

21.2 Time-Sensitive Communications

Communications related to chart deficiencies, patient care follow-up, or policy revisions must be acknowledged within one (1) business day and resolved within three (3) business days unless different timeframe is agreed upon in writing.

21.3 Progressive Actions for Non-Compliance

- First instance: Verbal reminder or written notification
- Second instance: Inclusion in performance report and potential stipend reduction
- Third instance: Grounds for formal performance review or contract action

22. MISCELLANEOUS PROVISIONS

22.1 Amendment and Waiver

No provision shall be modified except by written instrument signed by both parties. Hospital may modify Agreement to conform with policy and regulation changes by providing copy to Provider.

22.2 Assignment and Delegation

Provider may not assign rights or delegate duties without prior written consent of Hospital. Hospital will provide notice of any material assignment or delegation.

22.3 Entire Agreement

This Agreement, including all Exhibits, constitutes the entire understanding between parties and supersedes all previous agreements relating to this subject matter.

22.4 Severability

If any provision is determined invalid or unenforceable, Agreement shall be amended to delete offending provision, and remaining provisions shall remain in effect.

22.5 Notices

All notices shall be in writing and delivered by overnight courier, certified mail, or email to addresses provided below. Notice effectiveness varies by delivery method as specified.

22.6 Facility Credentialing

Hospital will provide credentialing assistance and facilitate enrollment in insurance plans. Provider will provide electronic access to necessary credentialing documents as requested.

23. BACKUP COVERAGE APPROVAL

All proposed backup providers must:

- Hold current privileges at Clinton Regional Hospital
- Be reviewed and approved in writing by Hospital CEO or designee
- Be accountable for documentation compliance during their shifts

Provider remains responsible for patient care quality and documentation of any shift covered by approved backup.

CONTACT INFORMATION

All proposed backup providers must:

- Hold current privileges at Clinton Regional Hospital
- Be reviewed and approved in writing by Hospital CEO or designee
- Be accountable for documentation compliance during their shifts

Provider remains responsible for patient care quality and documentation of any shift covered by approved backup.

If to Hospital: Clinton Regional Hospital Authority
Attention: Len Lacefield, MBA MHA - CEO
Address: 100 N 30th Street, Clinton, OK 73601
Phone: 580-547-5128
Email: Len.lacefield@crhaok.com

If to Provider: ER Provider

Name: _____

Address: _____

Phone: _____

Email: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date signed below:

ER Provider

Print Name: _____

Signature: _____

Date: _____

Clinton Regional Hospital Authority

By: Len Lacefield

Title: Chief Executive Officer

Signature: _____

Date: _____

EXHIBIT A - COMPENSATION SCHEDULE

ER Provider - Emergency Room Provider | Clinton Regional Hospital

2. Emergency Department Shift Compensation

- \$95 per hour
- Standard 24-hour shift: \$2,280
- Applied to all covered shifts each month
- Additional shifts require /verbal written pre-approval by Hospital CEO as agreed

3. Holiday Premium Compensation

- Additional \$500.00 per 24-hour holiday shift or \$250 for 12 -hour shift if a full shift is split-shifted such as a shared Holiday.

- Applies to: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

4. Payment Terms

- Monthly payments upon receipt and verification of shift log and documentation
- Documentation must be submitted within two (2) business days of month-end
- Payment within fifteen (15) days of Hospital's receipt of proper documentation

6. Independent Contractor Status

- No deductions for taxes, employment taxes, or benefits
- Provider solely responsible for all tax filings and payments

7. Inclusive Compensation

- Above compensation inclusive of all professional time, including on-call availability, shift overlap, and administrative hours unless otherwise specified in writing

EXHIBIT B - SHIFT COVERAGE & CONDUCT EXPECTATIONS

1. Minimum Shift Obligation

- Up to PRN 24-hour Emergency Department shifts per calendar month
- Hospital will notify Provider in advance if fewer shifts available due to operational needs

2. Shift Cancellation

- Thirty (30) days' notice required to cancel scheduled shift, barring emergency or illness
- Provider responsible for arranging qualified, credentialed backup coverage subject to Hospital approval

3. Unexcused Absences

- Three (3) or more no-shows or short-notice cancellations in any six-month period may result in termination for cause

4. Shift Logs and Documentation

- Submit log of completed shifts and patient documentation within five (5) business days after month-end
- Late or incomplete documentation may delay payment and be noted in performance reviews

5. Conduct During Shifts

- Maintain professional decorum, clinical focus, and timely responsiveness

- Remain available at all times while on-site
- Refrain from engaging in non-clinical business during active shifts

6. Meals and Rest Periods

- Breakfast and lunch provided for all 24-hour shifts
- Encouraged to rest during low-volume periods but must remain within facility and available for emergent care

7. Holiday and Emergency Coverage

- May be requested to provide coverage during major holidays or declared emergencies
- Advance scheduling discussions initiated by Hospital leadership

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