

***Western University of Health Sciences***

**PRACTICING PHYSICIAN ASSISTANT EMPLOYMENT AGREEMENT**

This Agreement is entered into by Western University of Health Sciences, a non-profit California educational and medical training corporation hereinafter called *WesternU*, and \_\_\_\_\_\_ a physician assistant licensed and certified to practice by the State of California, hereinafter called the *PA*.

The parties agree as follows:

1. ***PURPOSE:*** The purpose of this agreement is to establish the conditions under which the *PA*, as an employee of *WesternU*, shall render professional services to the patients of Western University Patient Care Centers, the health care delivery network of *WesternU*.

2. ***SERVICES:***  Except for such time as is reasonably required for the *PA* to fulfill his/her administrative duties as an employee of *WesternU*, the *PA* agrees to devote substantially his/her remaining time and attention to assisting the Medical Director in the practice of medicine at Western University Patient Care Centers. Hours worked shall be scheduled by mutual agreement between the *PA*, the Dean of College of Osteopathic Medicine of the Pacific, Medical Director Western University Patient Care Centers and the SVP/Provost. The *PA* agrees to be available for his/her fair proportional share of any extended hours that are determined to be necessary for the effective operation of Western University Patient Care Centers. The *PA* will work under the direct supervision of the Medical Director or designee.

3. ***COMPENSATION:*** *WesternU* agrees to pay the *PA* at the annual rate of **$\_\_\_\_\_\_\_\_\_**. The *PA* agrees that (s)he will not earn any outside income from an active practice other than payable by *WesternU*.

Every three months, a meeting may be held between the *PA* and the Medical Director. At this time, the *PA's* performance will be reviewed for the preceding quarter to determine if the revenue generated and educational expertise provided by the *PA* are adequate to support the success of the medical facility.

4. ***COOPERATION OF physician ASSISTANT:*** The *PA* agrees that all professional services provided to Western University Patient Care Center’s patients shall be billed by and made payable to *WesternU*. The *PA* shall not accept any payment for such services directly from any Western University Patient Care Center’s patient or any third party. The *PA* agrees to abide by the approved fee schedule.

The *PA* shall fully cooperate with the Western University Patient Care Centers to accomplish col­lections for professional services that are billed to patients and third party payers. the *PA* shall fully cooperate with *WesternU* to promote *WesternU* and the osteopathic profession. the *PA* shall not have the authority to obligate *WesternU* in any manner, either financially or otherwise, without the written approval of the SVP/Provost. the *PA* shall not publicly represent *WesternU* or Western University Patient Care Centers in any manner, except as part of a public relations/marketing program or plan that is approved by the SVP/Provost.

5. ***OBLIGATIONS OF WesternU:*** Western University Patient Care Centers shall provide the medical facility, supplies, equipment, and support staff which are customarily regarded as necessary for the *PA* to render his/her professional services to patients.

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6. ***TERM:*** This Agreement shall become effective on **July 1, 2021**, and continue in force until **June 30, 2022**. Notwithstanding the above, this Agreement shall be terminated upon occurrence of any of the following events:

(a) Whenever the *PA* shall no longer be a "licensed person" or certified as defined in Title 16, Chapter 13.8 of the California Code of Regulations.

(b) Upon the death of the *PA*.

(c) By mutual written agreement of the parties.

(d) Upon the unanimous recommendation of all the members of the Western University Medical Center Peer/Utilization Review Committee as duly constituted on the date of such recommendation.

(e) Upon the withdrawal of professional liability insurance coverage for the *PA* by *WesternU's* malpractice carrier for professional cause.

8. ***RENEWAL:***  It is agreed by all parties that this Agreement terminates on **June 30, 2022** and may supersede any provisions of the Employee Handbook. In case of a conflict between the Employee Handbook and this Agreement, this Agreement will dominate. Neither *WesternU* nor the *PA* shall be under any obligation beyond the designated term of this Agreement unless prior to its expiration a subsequent term shall have been mutually agreed upon.

9. ***AUTHORITY OF WesternU:*** The *PA* agrees to observe and comply with the rules and regulations of Western University Patient Care Centers as published in the Western University Patient Care Centers Administrative Manual and as adopted by the Board of Trustees of *WesternU*. The *PA* agrees to observe and comply with all other official directives, whether oral or in writing, respecting the per­formance of his/her duties, and to carry out and perform orders, directions, and policies stated to him/her from time to time by *WesternU* and its duly constituted officers. Oral directives must be supported by written confirmation within one week of the date given. Any directive which causes the *PA* to incur any expense in order to comply with same shall be reimbursed by *WesternU*.

Authority and responsibility for professional and management services rendered at the Western University Patient Care Centers shall be vested in the President of *WesternU* and in his duly designated officers, or the SVP/Provost. All matters of professional performance and ethics shall be under the direction of the SVP/Provost, his duly designated officers, and the duly constituted Peer/Utilization Review Committee.

Final authority over all aspects of Western University Patient Care Centers operations shall be vested in the Board of Trustees of *WesternU*.

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10. ***MISCELLANEOUS:*** This Agreement is drawn to be effective in, and shall be construed in accordance with, the laws of the State of California. No amendment or variation of the terms and conditions of the Agreement shall be valid unless made in writing and signed by the *PA* and by the duly authorized representatives of *WesternU*. A waiver of any of the terms and conditions herein shall not be construed as a general waiver by *WesternU*, and *WesternU* shall be free to reinstate any such terms and conditions with adequate notice to the *PA*. Each portion of this Agreement is considered to be separate and is enforceable in and of itself. If any portion of this Agreement is found by competent authority to be unenforceable, such finding shall have no effect on any other portion of the Agreement.

11. ***ARBITRATION:***  All disputes over the terms and conditions of this Agreement, and over any enforcement thereof, shall be submitted to binding arbitration under the rules of the American Arbitration Association. Judgment thereof may be entered in any court having proper jurisdiction. The prevailing party shall be entitled to all reasonable legal fees necessitated by such action.

**For Western University of Health Sciences**

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*Senior Vice President and Provost Date*

**I accept the terms of this agreement.**

*Signature Date*