

SAMPLE PHYSICIAN ADVISOR JOB DESCRIPTION

AGREEMENT BETWEEN _____
AND _____
FOR CLINICAL DOCUMENTATION PHYSICIAN LIAISON

THIS AGREEMENT made and entered into this ____ day of _____ 2009 and effective _____, by and between _____ (“HOSPITAL”), a not for profit organization, and _____ (“PHYSICIAN”)

WITNESSETH:

WHEREAS, HOSPITAL is organized and conducted as a not-for-profit institution primarily for the purpose of providing facilities for the diagnosis, treatment, and care of patients; and

WHEREAS, as part of its purposes, HOSPITAL serves the community in and surrounding the Hospital (the “Community”), by providing or arranging for the provision of health care services to the Community; and

WHEREAS, HOSPITAL has identified a need for a physician to collaborate with the Medical Staff and HOSPITAL administration to improve the accuracy and timeliness of clinical documentation, and provide professional leadership and education in maintaining and improving physician documentation; and

WHEREAS, PHYSICIAN is Board Certified in Family Medicine and is licensed in the State of _____ and a member in good standing as a member of the HOSPITAL Medical Staff in the Department of Family Medicine; and

WHEREAS, PHYSICIAN desires to serve as a Clinical Documentation Physician Liaison;

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements, stated herein, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYEE STATUS

- 1.1 For purposes of this Agreement, PHYSICIAN is considered a part-time, non-exempt employee of HOSPITAL and is required to comply with HOSPITAL’s policies and practices described in the _____ *Hospital Employee Handbook* (“*Employee Handbook*”) which is incorporated by reference to this Agreement. The *Employee Handbook* is a description of the policies, procedures, practices, benefits, and other information pertaining to employment. The *Employee Handbook* is not a contract. Should the terms of this Agreement conflict with the *Employee Handbook*, this Agreement shall control.

- 1.2 As a member of the Medical Staff, PHYSICIAN is also required to comply with the Bylaws and Rules and Regulations of HOSPITAL Medical Staff. Such documents are incorporated by reference and made part of this Agreement. PHYSICIAN shall participate in regular medical staff activities and responsibilities including teaching and attendance at required meetings. Should the terms of this Agreement conflict with the Medical Staff Bylaws and Regulations, this Agreement shall control.
- 1.3 HOSPITAL shall not unreasonably exercise control, direct, or interfere with PHYSICIAN's exercise and execution of his professional judgment in a manner that adversely affects PHYSICIAN's ability to provide quality care to patients. PHYSICIAN agrees that PHYSICIAN shall at all times perform PHYSICIAN's duties and functions in strict conformance with currently approved practices and in a competent and professional manner.

1. RESPONSIBILITIES

- 2.1 HOSPITAL hereby employs PHYSICIAN to serve as Clinical Documentation Physician Liaison, whose responsibilities are described in the position marked Exhibit "A" attached to and made part of this Agreement or subsequent position description as agreed upon by PHYSICIAN and HOSPITAL.

2. QUALIFICATIONS

- 2.1 It is expressly agreed that continuation of this Agreement shall be dependent upon PHYSICIAN:
 - 2.1.1 Maintaining licensure to practice medicine in all its branches in the State of _____ and Controlled Substances Registration Certificate authorized by the United States Department of Justice Drug Enforcement Administration;
 - 2.1.2 Maintaining status as a member in good-standing on HOSPITAL Medical Staff, and abiding by the Bylaws of the Medical Staff and HOSPITAL as presently constituted and as may be amended from time to time;
 - 2.1.3 Being Board Certified in the specialty of Family Medicine;
 - 2.1.4 Completing the continuing educational requirements in Family Medicine on an annual basis;
 - 2.1.5 Complying with all applicable HOSPITAL and clinical departmental policies, procedure, practices, and requirements;
 - 2.1.6 Obtaining and maintaining Medicare certification. In the event PHYSICIAN is excluded for any period of time or is in any way sanctioned by Medicare, PHYSICIAN shall immediately notify HOSPITAL. PHYSICIAN shall also notify HOSPITAL within five (5) days of receipt of an initial sanction notice, notice of proposed sanction or the commencement of a formal investigation, or the filing of charges by a Medicare peer review organization, the Department of Health and Human Services, or any law enforcement agency or health regulatory agency of the United States or the State of _____.
 - 2.1.7 Complying with HOSPITAL's quality/performance improvement and utilization programs which include, without limitation, appropriate resource utilization and appropriate length of stay based on patient diagnosis; and

- 2.1.8 Remaining current with all medical record requirements, including dating and timing of orders and progress notes.

4. SALARY AND BENEFITS

- 4.1 As compensation for the duties assumed by PHYSICIAN under this Agreement, HOSPITAL agrees to pay PHYSICIAN an annual salary of \$ _____.
- 4.2 HOSPITAL shall make payment on a bi-weekly basis less applicable deductions including federal, state, FICA and any other appropriate deductions.
- 4.3 PHYSICIAN is not entitled to the employee benefits enumerated in the *Employee Handbook* except for worker's compensation.
- 4.4 PHYSICIAN shall not receive paid time off, but will be granted approved time off for CME programs or other requested personal time. Said requested time off shall be planned and indicated in writing at least two weeks in advance and participate in providing for backup coverage that assures no lapses in necessary services or supervision duties.

5. DOCUMENTATION REQUIREMENTS

- 5.1 If necessary and at the request of HOSPITAL, PHYSICIAN agrees to maintain time records in a form which is adequate to document the time spent in providing the services covered under this Agreement.

6. PROFESSIONAL LIABILITY INSURANCE

- 6.1 The HOSPITAL shall provide professional liability coverage for PHYSICIAN in the performance of PHYSICIAN's responsibilities as Clinical Documentation Physician Liaison through its insurer, currently the _____ Hospital Risk Pooling Program.

7. TERM

- 7.1 The initial term of this Agreement shall be one (1) year. Upon expiration of the initial term, it shall be automatically renewed for successive terms of one year unless terminated as provided herein.

8. TERMINATION

- 8.1 This Agreement may be terminated with or without cause by written notice given ninety (90) days in advance by either party unless otherwise terminated as described below.
- 8.2 In the event of a material breach of this Agreement by either party, notice may be given in writing to the non-breaching party. In the event the material breach is not corrected within thirty (30) days of such notice, this Agreement may be terminated by the non-breaching party by giving the other party at least thirty (30) days written notice.
- 8.3 HOSPITAL may terminate this Agreement effective immediately with notice upon the occurrence of any of the following events:
 - 8.3.1 PHYSICIAN dies;

- 8.3.2 PHYSICIAN has any physical or mental disability, as certified by PHYSICIAN's regular physician and at the discretion of HOSPITAL, subject to confirmation by a physician selected HOSPITAL, which prevents PHYSICIAN from carrying out duties under this Agreement for any consecutive sixty (60) day period during the term of this Agreement;
- 8.3.3 PHYSICIAN's license to practice medicine in all its branches in the State of _____ is revoked, suspended, put on probation, not renewed, or otherwise encumbered;
- 8.3.4 PHYSICIAN's membership on the HOSPITAL Medical Staff is terminated or suspended or PHYSICIAN's clinical privileges are under supervision, restricted, modified, or terminated for reasons other than termination of the Agreement;
- 8.3.5 PHYSICIAN's Controlled Substance Registration Certificate authorized by the United States Drug Enforcement Administration for dispensing controlled substances is revoked, suspended, put on probation, not renewed, or otherwise encumbered;
- 8.3.6 PHYSICIAN breaches the ethical standards of PHYSICIAN's professional association, or does not comply with the Bylaws, Rules and Regulations of the Medical Staff, HOSPITAL policies, the requirements of The Joint Commission, or other agency providing accreditation to the HOSPITAL, or state or federal laws or regulations;
- 8.3.7 PHYSICIAN is excluded for any period of time or is any way sanctioned by Medicare or other federally insured programs; or
- 8.3.8 PHYSICIAN does not comply with the requirements of Sections 2 and 3 above.

8.4 Upon termination of his Agreement for any reason, PHYSICIAN shall conduct PHYSICIAN's affairs in such a manner that is protects the interests of the HOSPITAL and allows for an orderly transition of PHYSICIAN's responsibilities.

9. MEDICAL RECORDS/DOCUMENTS

9.1 Upon termination of this Agreement, PHYSICIAN shall not be entitled to keep or retain medical records of any patient of HOSPITAL or any proprietary documents used in HOSPITAL's operations.

10. REPORTING RELATIONSHIP and ETHICAL DIRECTIVES

10.1 PHYSICIAN shall report to the Associate Vice President, Information Systems. Physician shall act in a manner consistent with the mission and ethical guidelines of the HOSPITAL and in accordance with the HOSPITAL's Corporate Compliance Program. With respect to medical matters, PHYSICIAN shall perform in accordance with the usual and customary standards of the medical profession.

11. NO CONFLICTS OF INTEREST

11.1 PHYSICIAN agrees that any consulting, teaching, research, or private practice shall not create conflicts of interest with the obligations set forth in this Agreement. If the

practices are not corrected to the satisfaction of HOSPITAL, HOSPITAL may view this as a material breach and with due notice terminate this Agreement if the breach is not cured.

12. CONFIDENTIALITY

- 12.1 PHYSICIAN recognizes and acknowledges that PHYSICIAN may have access to and may require confidential information relating to patients, patient care, and the business and operations of the HOSPITAL, including without limitation, medical records, performance improvement and utilization management information, peer review information, methods, systems, processes, sources of supplies of business, salary and wages, pricing, and marketing analyses and techniques (the "Confidential Information"). PHYSICIAN further acknowledges and agrees that all Confidential Information is solely the property of the HOSPITAL. PHYSICIAN agrees that PHYSICIAN will not directly or indirectly reveal or release the Confidential Information to any third party without obtaining the prior approval of the HOSPITAL in writing. Further, if release of Confidential Information is required by law, PHYSICIAN agrees that Confidential Information shall not be released without first providing notice to HOSPITAL.
- 12.2 PHYSICIAN agrees not to remove Confidential Information upon termination of this Agreement except pursuant to a written agreement with the HOSPITAL.
- 12.3 The terms of this Agreement and negotiations associated with the Agreement are confidential and shall not be disclosed to any party other than those involved in the consummation of the Agreement or the performance of the terms, or those required by law to have access to such information.

13. SPACE, EQUIPMENT, SUPPLIES, STAFF

- 13.1 HOSPITAL agrees for the term of this contract to make available space, equipment, supplies, and staff as deemed necessary by HOSPITAL for the proper performance of PHYSICIAN's duties as Clinical Documentation Physician Liaison.

14. RESOLUTION OF DISAGREEMENTS

- 14.1 All matters of policy, rules, regulations, services, fees, and other items of conduct wherein PHYSICIAN may be involved in carrying out PHYSICIAN's responsibilities shall be determined jointly by PHYSICIAN and HOSPITAL Administration. In the event of a disagreement between PHYSICIAN and HOSPITAL Administration concerning these matters, the decision of HOSPITAL Administration shall be final.

15. REPORTING AND RECORDS REQUIREMENTS

- 15.1 PHYSICIAN agrees to provide time records in a manner required by HOSPITAL to reflect the performance of PHYSICIAN's responsibilities hereunder as described in Section 2 above.
- 15.2 Until the expiration of four (4) years after furnishing services pursuant to this Agreement and any renewal thereof, PHYSICIAN shall make available upon written

request to the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, this Agreement, and any other books, records and documents that are necessary to certify to the above-named, the nature and extent of costs incurred by HOSPITAL for services furnished under this Agreement. PHYSICIAN shall notify HOSPITAL of any request for records.

15.3 This section pertains solely to the maintenance and disclosure of specified records and is effective as of the effective date of this Agreement and pertains to all records that have or should have been maintained on or after that date.

16. ENTIRE AGREEMENT

16.1 This Agreement represents the entire agreement between the parties pertaining to this transaction and supersedes all prior oral and written representations and statements between the parties. There are no oral or written agreements between the parties not expressly set forth herein.

17. AMENDMENT

17.1 This Agreement may be modified by written agreement signed by both parties. HOSPITAL shall amend this Agreement as necessary to respond to changes in and assure continuing compliance by HOSPITAL and PHYSICIAN with state and federal laws and the rules and regulations or general instructions issued pursuant to the authority granted in such laws, or the adoption of new legislation.

18. BINDING EFFECT

18.1 Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties thereto, their respective heirs, legal representatives, administrators, successors in interest, and assigns.

19. WAIVER

19.1 The waiver by any party at any time of any breach of any provision of this Agreement shall not be deemed a waiver or breach of any provisions herein or consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, such consent or approval of such action on any one occasion shall not be deemed a consent to or an approval of such action on any subsequent occasion or a consent to or an approval of any other action on the same or subsequent occasion.

20. NOTICES

20.1 All notices shall be in writing and shall be deemed to have been duly given, made, and received when personally delivered, returned by facsimile, courier, overnight express mail service, or certified mail, return receipt requested, to:

Attention: Associate Vice President,
Information Systems

21. SEVERABILITY

21.1 The provisions of this Agreement are independent and separable from each other. If any provision of this Agreement or any portion thereof is found to be invalid, illegal or unenforceable under any applicable state, local, federal law or regulation, or jeopardizes HOSPITAL's tax-exempt status, then such provision or portion thereof shall be severed from this Agreement and be of no force or effect while the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. The parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.

22. ASSIGNMENT

22.1 The rights, duties, and obligations of PHYSICIAN under this Agreement shall not be assigned. HOSPITAL may assign this Agreement to a subsidiary, affiliate, or successor corporation and shall provide written notice to PHYSICIAN.

23. GOVERNING LAW

23.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of _____.

24. NO REFERRALS

24.1 The parties acknowledge and agree that this Agreement is not entered into for the purpose of inducing or otherwise influencing referrals of patients, items or services between the parties or otherwise generating business for the parties. Nothing in this Agreement shall obligate either party to utilize any of the services of the other party for any patient. This Agreement is entered into after arms-length negotiation between the parties.

25. GRATUITIES

25.1 PHYSICIAN shall not give gifts or provide entertainment or any other personal favor to, or accept such items from, any person or organization with whom HOSPITAL may have or is likely to have any business dealings.

26. FAIR MARKET VALUE

26.1 In the event that it is determined by the Internal Revenue Service (the “Service”) that an Excess Benefit has been paid and such determination may result in a notice of deficiency or assessment issued, then PHYSICIAN shall, before the Repayment Date, rebate to Hospital the dollar amount of such Excess Benefit plus the amount necessary to place Hospital in as good a financial position as if PHYSICIAN had never received an Excess Benefit. Hospital may not waive the rebate of such Excess Benefit amount and the application of this Section; provided, however, that if it is later determined by a court of competent jurisdiction or by the Service, on appeal, and the date for appeal of such decision has expired, that no Excess Benefit was paid, Hospital will return such rebate amount of PHYSICIAN.

27. CAPTIONS

27.1 The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement. Wherever the singular of any term is used herein it shall be deemed to include the plural wherever the plural thereof may be applicable.

28. COUNTERPARTS

28.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

29. REMEDIES CUMULATIVE

29.1 In the event that PHYSICIAN defaults in the performance of the covenants hereunder, HOSPITAL shall be entitled to such remedies at law or in equity to which it may show itself entitled, including, but not limited to, the right of offset against PHYSICIAN’s compensation hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Exhibit A

JOB DESCRIPTION CLINICAL DOCUMENTATION PHYSICIAN LIAISON

BACKGROUND INFORMATION

Job Title: Clinical Documentation Physician Liaison

Job Code:

Cost Center/Number:

Reports To: Associate Vice President, Information Systems

Supervises: Not applicable

JOB SUMMARY

To provide a professional link between the medical staff and the clinical documentation nurses, medical records coders, and hospital management; provide professional leadership and education in maintaining and improving physician documentation.

RESPONSIBILITIES

Essential Functions

* Demonstrate a commitment to the mission of _____ and demonstrate a service orientation and adheres to all responsibilities and standards of the Hospital.

1. Attend physician liaison training sessions to develop a high level of expertise in the review of physician documentation. Initial 1 week boot camp training and annual seminars.
2. Review queries generated by Clinical Documentation nurses and coders for completeness, accuracy, and appropriate severity for purposes of appropriate coding and reimbursement. Intervenes with physicians when necessary to ensure prompt compliance with appropriate documentation change requests. A time commitment of 5 hours per week.
3. Submit report and attend monthly RAC Committee. This Report will be submitted with medical record reporting Quarterly to the quality committee. Attend Utilization Management Committee meeting. A time commitment of 2 hours per month.
4. Discuss issues related to documentation and physician responses to queries with the department chair. Report when necessary to the Quarterly Medical Staff Quality Committee, and the medical executive Committee. A time commitment of 2 hours per Quarter.

5. Provide feedback and education to other members of the medial staff on opportunities for documentation improvement.
6. Conduct a one-hour presentation to new physicians and conduct a one-hour presentation at the beginning of every year with the new residents to assure the documentation of severity.
7. Provide education and assistance to Coders and Clinical Documentation Nurses on questions of documentation completeness, accuracy, and preciseness.
8. Review medical records as needed.
9. Assist and contribute to the development implementation of policies and procedures as needed.
10. Pursue other specific goals and objectives as outlined by the management.

PATIENT CARE/AGE SPECIFIC RESPONSIBILITIES AND QUALIFICATIONS

N/A

QUALIFICATIONS/BASIC JOB REQUIREMENTS

- Member of the Medical Staff of _____ with clinical privileges in Internal Medicine or Family Medicine.
- Board certified in Internal Medicine or Family Medicine.
- Experience in managing patients with multi-system issues and comorbidities.
- Participates in _____ utilization management and quality improvement initiatives.
- Remains current with all medical record requirements including dating and timing of orders and progress notes.
- Uses electronic signature and computerized physician entry.

LICENSE/CERTIFICATION

Licensed physician in the State of _____ .

The above statements are intended to describe the general nature and level of work performed by employees assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

Approved By: _____ Date Approved:
Department Head

Approved By: _____ Date Approved:
Division Head

Approved By: _____ Date Approved:
Vice President of Human Resources