

ANESTHESIA SERVICES AGREEMENT

This agreement is made by and between _____, LLC a Washington professional corporation, (herein called “Dental Clinic”) and FAN PLLC and collectively as the “Parties”.

WHEREAS, _____ maintains a Dental Practice at _____ and

WHEREAS, _____ and FAN PLLC wish to provide anesthesia services for Dental Clinic and

WHEREAS, the parties desire to set forth the terms and conditions of such contract;

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Purpose of this Agreement. The purpose of this agreement is to provide the terms under which Dr Fan will provide anesthesia services for the Dental Clinic. Dental Clinic dental surgeons desire to utilize Dr Fan’s services in order to maintain cost effective, efficient utilization and customer-satisfying operations of the Dental Practice.

2. Term. Subject to the provisions for termination contained in Section 13, below, this Agreement shall commence effective _____, 20__ and shall continue for a period of three (3) years. This Agreement will thereafter automatically be renewed for additional terms of one (1) year unless either party informs the other, in writing at least 90 days prior to scheduled renewal, that it wishes to renegotiate the terms of the contract.

3. Duties of Dental Clinic

A. Dental clinic shall provide and maintain the dental clinic and be responsible for obtaining and maintaining an accreditation status acceptable to CMS, and ensuring compliance with all applicable federal, state and local laws regulatory requirements.

B. Employees/Support Staff. The Dental Clinic shall provide and employ all required support staff and in no manner shall such employees be deemed to be employees or agents of FAN PLLC.

C. Scheduling. The Dental Clinic shall schedule surgeries at times to be mutually agreed to between Dental Clinic and FAN PLLC. Additional surgery days shall be added based on mutual agreement. Schedule changes shall be mutually agreed to by Dental Clinic and FAN PLLC. Dental Clinic shall not schedule availability for general emergency services. Anesthesia coverage will not begin before 5:00 AM unless prior approval is obtained from the individual anesthesiologist scheduled to be responsible for that case. Cases will be scheduled so as to be finished by 4:30 PM.

D. Supplies and Equipment. FAN PLLC shall provide all anesthesia supplies, equipment and drugs as needed by FAN PLLC to provide anesthesia services. FAN PLLC will make all the decisions regarding the acquisition of any equipment or supplies necessary for the safe and high-quality provision of anesthesia services, and advise Dental Clinic upon becoming aware of any necessary repairs or maintenance observed by Providers which affect the adequacy, performance and safety of, any equipment used in connection with the provision of anesthesia services. Supplies and equipment will be mutually agreed upon by both parties.

4. Duties of FAN PLLC.

A. Coverage FAN PLLC shall provide anesthesia services to the Dental Clinic in accordance with a schedule to be developed mutually by Dental Clinic and FAN PLLC. The parties acknowledge that such coverage shall be provided by FAN PLLC.

Anesthesia through its employed anesthesiologist physicians, and qualified locum tenens (each a "Provider"), as determined appropriate by FAN PLLC and acceptable to Dental Clinic. FAN PLLC responsibility toward the patients ends when the patient leaves the facility.

In the event of an unforeseen staffing shortage beyond the control of FAN PLLC (e.g. illness, death of an immediate family member, etc.), FAN PLLC will make every reasonable attempt to provide substitute staffing for a scheduled operating day; however, FAN PLLC assumes no further liability for cancelled surgeries and any other losses potentially sustained by Dental Clinic. If a scheduled day is cancelled by Dental Clinic, no obligation exists to provide anesthesia coverage for the cancelled day unless mutually agreed to.

B. Range of Services. FAN PLLC shall not provide anesthesia services to children under the age of two (2) years, morbidly obese patients with BMI > 40, or in children >95%ile for age, patients with difficult airway felt by the reviewing anesthesia provider to be best cared for in a different setting. Patients with ASA physical status of three (3) or greater will be screened based on anesthesia criteria. Patients not meeting the criteria will be discussed with the anesthesiologist prior to scheduling surgery.

C. Quality Assurance Program. FAN PLLC shall participate in the Quality Assurance Program as required for the Surgery Center. Quality and appropriateness of patient care within the Surgery Center are subject to monitoring, review and evaluation through the Quality Assurance Program. Each party to the Agreement shall have a written Compliance Plans in place.

5. Billing and Collection.

A. Billing Professional and Technical Components. FAN PLLC shall be responsible for billing the professional anesthesia services component to all patients, except as specifically outlined below. The Dental Clinic shall be responsible for billing the technical component.

B. Billing and Collection of Professional Anesthesia Services. FAN PLLC shall be responsible for billing and collection of all professional anesthesia fees which are not globally billed by Dental Clinic as provided in Section 5.C. herein. Within fifteen (15) days of the day of surgery, the Dental Clinic shall pay to Dr. Fan Anesthesia the anesthesia services fees prepaid by cash patients as provided in Section 5.C.

C. Global Fees. In the event a global fee is billed and collected by Dental Clinic, whether prepaid or insured, Dental Clinic agrees to forward to FAN PLLC the professional anesthesia fee. The professional anesthesia fee allocated for anesthesia under global fee arrangements will be based upon a fee schedule provided to Dental Clinic by FAN PLLC and approved by Dental Clinic. Dental Clinic agrees to pay FAN PLLC within fifteen (15) days of receipt of any professional anesthesia fees collected.

For patients paying cash for anesthesia services, advance payment is required and will be based upon the fee schedule provided to Dental Clinic by FAN PLLC.

6. Insurance. Dental Clinic and FAN PLLC shall each annually provide the other a valid certificate of insurance, evidencing they have professional liability insurance coverage with minimum limits of \$1,000,000 / \$3,000,000.

7. Reports and Records.

A. Access for Business Operations. The parties agree that the reports and records of the Surgery Center are the property of Dental Clinic. FAN PLLC shall have the right to access and copy Dental Clinic records as required for their case management, business operations and professional liability insurance purposes,

This Agreement shall be governed by the laws of the State of Washington.

Executed this _____ day of _____, 2024.

FAN PLLC

_____LLC

By _____

By _____

Dr. Anthony Fan

Dr. _____