

# PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is dated as of **XXXX** (Commencement Date), by and between **XXXX**, a professional medical services corporation organized under the law of **XXXX**, represented in this act by **XXXX**, of legal age, **XXXX** and resident of **XXXX**, (hereinafter referred to as **e,g** “**CORPORATION**” “**EMPLOYER**”), and **XXXX** M.D, of legal age, physician and resident of **XXXX**, (hereinafter referred to as “**PHYSICIAN**”).

## I. PREAMBLE

WHEREAS, **XXXX** is engaged in the provision of medical services to patients at **XXXX** (“Facility”).

WHEREAS, **PHYSICIAN** is a (e.g. surgeon, cardiologist, etc.) who is licensed to practice medicine in **XXXX** and will provide professional medical services at the Facility.

WHEREAS, **CORPORATION** desires to hire **PHYSICIAN** to provide professional medical services as an independent contractor within the scope of **PHYSICIAN**’s license and specialty to **CORPORATION’S** patients, and **PHYSICIAN** desires to provide such services to and on behalf of **CORPORATION**.

## II. STATEMENT OF AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties hereby agree as follow:

### 1. PROFESSIONAL SERVICES:

CORPORATION hereby contracts **PHYSICIAN**, and **PHYSICIAN** hereby accepts the Agreement by **CORPORATION** for providing professional medical services, within the scope of **PHYSICIAN**'s license and specialty, to **CORPORATION'S** patients. During the term of this Agreement, **PHYSICIAN** agrees that **he/she** shall render such professional medical services to **CORPORATION** as an independent contractor in accordance with the terms and provisions of this Agreement. **PHYSICIAN** shall not represent to third parties as an employee nor agent of **CORPORATION**.

## **2. RESPONSABILITIES:**

Pursuant to this Agreement, **PHYSICIAN** shall practice medicine as a physician in the specialty of surgery, and shall perform the professional, administrative and other duties and services described below, all as, and when requested by and on behalf of **CORPORATION**, according with the following:

### **(A) Duties:**

- i. Interviewing and evaluating the medical needs of **CORPORATION'S** patients; and providing medical services and treatment to such patients if, in the reasonable discretion of **PHYSICIAN**, such services are in the medical best interests of the patient;
- ii. Participating in such on call coverage programs as **CORPORATION** may implement as needed to satisfy coverage needs. **PHYSICIAN** agrees to cooperate with **CORPORATION's** employees to provide such coverage services in accordance with the policies established by **CORPORATION** as needed, including, without limitation, coverage

during and after office hours, and on weekends and holidays. **PHYSICIAN** acknowledges and agrees that while **CORPORATION** will endeavor to rotate coverage assignments in an equitable manner, **CORPORATION** retains the exclusive right to set and modify the coverage assignments as needed. **PHYSICIAN** further acknowledges and agrees that coverage assignments will be established to provide the availability of a physician to patients of **CORPORATION** on a **XXXX (##)** hours per day, **XXXX (##)** days per week basis;

- iii. Upon **CORPORATION** request, **PHYSICIAN** shall provide consults to other physicians requesting the professional services of **CORPORATION**.
- iv. **PHYSICIAN** shall cooperate fully with, and participate in the provision of such professional services, as **CORPORATION** may be required to perform, in accordance with the terms of the agreements that **CORPORATION** has entered or may enter with, prepaid health care plans, insurance companies, self-insured groups, hospitals, medical groups, licensed clinics, independent practice associations, and other third-party payers.
- v. Participate in any quality assurance, utilization review, and risk-management programs required by **CORPORATION**, as needed;
- vi. In relation to the management and operation of **CORPORATION's** medical practice, **PHYSICIAN** shall provide such reasonable administrative, medical education, marketing and promotion backup as **CORPORATION** shall require from **PHYSICIAN**, as needed.

- vii. **PHYSICIAN** agrees that he/she will provide all professional medical services to all **CORPORATION's** patients.
- viii. Document to **CORPORATION** all complaints relating to any services provided by **PHYSICIAN** (including, without limitation, all patient complaints) and participating in the resolution of such complaints as specified by the **CORPORATION**; and
- ix. Perform such other services and duties as are required by any other provision of this Agreement or as may be assigned to **PHYSICIAN**, by **CORPORATION**.

(B) **Other Requirements:**

In relation to this Agreement and **PHYSICIAN's** performance of the services agreed under this Agreement, **PHYSICIAN** shall:

- i. Maintain a valid and unrestricted license to practice medicine, as a (e.g. surgeon, cardiologist) in **XXXX.(state)**.
- ii. Possess all appropriate certifications, registrations and approvals from the Federal Drug Enforcement Administration, the Department of Health of **XXXX** and any other applicable federal or state agency, necessary to prescribe and dispense drugs, under applicable federal and state laws and regulations, in each case without restriction;
- iii. Be duly enrolled as a provider in the federal Medicare and Medicaid programs and eligible to seek reimbursement under such programs for covered services rendered by **PHYSICIAN** to beneficiaries of such

programs, as well as, all the health insurance plans in which the **CORPORATION** participates as a provider;

- iv. Maintain full, active medical staff memberships and clinical privileges at all hospitals and other health care facilities specified by **CORPORATION**;
- v. Render services to **CORPORATION**'s patients in a competent, professional and ethical manner and in accordance with prevailing standards of practice, and otherwise act in a manner consistent with all applicable professional and ethical requirements and standards established by applicable federal, state and local licensing or accrediting agencies and bodies and professional associations;
- vi. Comply with all applicable federal, state and local laws and regulations;
- vii. Assist **CORPORATION** where appropriate, in maintaining compliance with all applicable professional and ethical requirements and standards established by all applicable federal, state and local licensing or accrediting agencies and bodies and professional associations;
- viii. Comply with the article of incorporation, bylaws, policies, procedures, standards, requirements, compliance plans, and other rules and regulations of the **CORPORATION**, as may be established as needed by the **CORPORATION**;

- ix. Promptly disclose to **CORPORATION** the commencement or pendency of any action, proceeding, investigation or disciplinary proceeding against or involving **PHYSICIAN**, including, without limitation, any medical staff investigation or disciplinary action;
- x. Not discriminate against a patient based on race, creed, national origin, gender, sexual orientation, disability (including, without limitation, the condition(s) for which the patient seeks professional services from **PHYSICIAN**), ability to pay or payment source;
- xi. Perform **PHYSICIAN's** duties (including, without limitation, relations with patients and **CORPORATION** personnel, visitors, vendors, and contractors) in a diligent, faithful, harmonious, cooperative, and courteous manner. **PHYSICIAN** shall not act, or omit to act in a manner which would be disruptive to **CORPORATION**, or which would jeopardize the health or safety of any patient, or any other person. **PHYSICIAN** shall not engage in any verbal or physical personal conduct that affects patient care negatively, or any disruptive behavior that interferes with one's ability to work with **CORPORATION's** personnel or any person providing medical, administrative, maintenance or other services of any kind to, for or on behalf of **CORPORATION**, whether employed, serving as volunteers, or working as independent contractors.

(C) **Independent Medical Judgment of Physician:**

Notwithstanding the preceding provisions of this **Section 2**, or anything in this Agreement to the contrary, **PHYSICIAN** will be free to exercise his/her

own independent medical judgment regarding the treatment of any patient to be evaluated and treated by her pursuant to this Agreement, in accordance with the standards of good medical practice.

**CORPORATION** will not interfere, nor exercise any control or direction over the clinical judgment or the methods used by **PHYSICIAN** to provide services under the provisions of this Agreement. The interest of **CORPORATION** is to make sure that the services to be provided are rendered in a competent, efficient and satisfactory manner. The **CORPORATION** recognizes and accepts that it will require **PHYSICIAN**, whom in turn shall be obliged, to provide to the patients the attention that, in accordance with the modern means of communication and education, and in accordance with the state of knowledge of the science and the prevailing practice of medicine, meets the professional standards generally recognized by the medical profession itself. The **CORPORATION**, in order to ensure the responsible delegation of obligations, requires **PHYSICIAN**, whom acknowledges to undertake so, to guarantee that all tasks or services that shall be provided by virtue of this Agreement, are provided in accordance with the standards and requirements established by the legislation and regulations of the **XXXX** or the policies promulgated by **CORPORATION**, as well as the Principles of Medical Ethics of the American Medical Association. Specifically, **PHYSICIAN** shall ensure compliance with the requirements established through regulation by the different agencies and/or regulatory/accrediting entities such as, but not limited to, "Centers for Medicare and Medicaid Services" (CMS), and the Joint Commission ("JC").

(D) **Other Activities of Physician:**

This Agreement shall not be construed to prohibit **PHYSICIAN** from: (i) engaging in any charitable, civic, political or community activity or membership in any professional organization, including, without limitation, the rendering of medical services to patients at medical offices, clinics or other health care facilities (other than pursuant to this Agreement) on a charitable and/or indigent basis without the collection of any fees, or other compensation therefor; or (ii) acting as a speaker or consulting as an expert witness, for compensation; provided, however, that **PHYSICIAN** first obtains the approval of **CORPORATION** to participate in any such activities and such activities do not interfere with any of **PHYSICIAN**'s obligations and duties under this Agreement. Subject to such prior approval from **CORPORATION**, **PHYSICIAN** may retain any income derived from such activities, so long as such activities, were performed without the use of any equipment, supplies or other property of **CORPORATION** or any other personnel of the **CORPORATION**.

### 3. COMPENSATION:

**CORPORATION** shall pay **PHYSICIAN** a fixed compensation of **XXXX (\$\$)** each year for the term of this Agreement, in monthly payments of **XXXX (\$\$)** each (less applicable required deductions to be withheld) before the **XXXX** day of each calendar month.

**PHYSICIAN** base compensation shall increase by a **XXXX** percent (**X%**) in the second year, if **CORPORATION** bill and collect the amount of **XXXX (\$\$)** for the services render by **PHYSICIAN**, during the first year of this Agreement. If both parties desire to extent this agreement after its termination, **PHYSICIAN** could be



eligible to receive a productivity bonus for her performance, which could be negotiated.

**4. BENEFITS:**

CORPORATION shall provide **PHYSICIAN** with the following benefits:

- (i) The **CORPORATION** shall provide **PHYSICIAN** with a contribution of **XXXX (\$\$)** for health insurance coverage which will be chosen by the preference of **PHYSICIAN**.
- (ii) During the term of this Agreement, **CORPORATION** shall reimburse **PHYSICIAN** for continuing medical education expenses, when such education is required and authorized by **CORPORATION**, and upon presentation of appropriate documentation.

**5. PROFESSIONAL LIABILITY UNSURANCE:**

**PHYSICIAN** shall obtain and maintain, throughout the term of this Agreement, professional liability insurance on a "claims made" basis with minimum coverage limits of **XXXX** dollars (\$\$) per claim and **XXXX** dollars (\$\$) in the aggregate for the policy year. A certificate of the insurance policy, as well as a certificate of payment of such policy, shall be attached to this agreement.

**6. TERM OF THE AGREEMENT:**

The term of this Agreement shall commence as of the Commencement Date and shall continue for **XXXX** years unless terminated sooner as provided below.

**7. TERMINATION:**

**A. TERMINATION WITHOUT CAUSE:**

This Agreement shall automatically terminate “*without cause*” upon the occurrence of one or more of the following events, without the necessity of delivery of any notice of termination or any other action except as expressly otherwise stated below in this subsection (a):

- i. **CORPORATION** and **PHYSICIAN** agree in writing to terminate this Agreement;
- ii. Death of **PHYSICIAN**;
- iii. **CORPORATION** is dissolved or the business of the **CORPORATION** is otherwise terminated or wound up;
- iv. Chronic illness, disability or failing health of **PHYSICIAN** which (1) prevents **PHYSICIAN** from performing her duties and responsibilities under this Agreement for **XXXX (##)** consecutive days, or **XXXX (##)** days in any six-month period, to constitute a permanent disability of **PHYSICIAN** that shall permanently prevent **PHYSICIAN** from performing on a full-time basis as contemplated by this Agreement services as a physician in the specialty of surgery The effective date of the termination under this clause shall be the end of the applicable **XXXX(##) day or XXXX-months**, or the date on which the final determination of the panel is issued, as applicable.

**B. TERMINATION BY THE CORPORATION:**

**CORPORATION** at the occurrence of one or more of the following events may immediately terminate this Agreement effective upon the giving of written notice of termination to **PHYSICIAN**:

- i. **PHYSICIAN** ceases to be licensed to practice medicine, as a general surgeon, in **XXXX** or any medical license, permit, registration or other license or certification of **PHYSICIAN** is suspended, restricted, revoked or canceled, **PHYSICIAN** is otherwise subject to professional discipline or censure; **PHYSICIAN** failure to maintain such provider numbers, including but not limited to Medicare and Medicaid provider numbers, as are necessary for **CORPORATION** to bill and collect professional fees on Employer's or Physician's behalf; any representation made by **PHYSICIAN** herein is at any time false or inaccurate;
- ii. **PHYSICIAN**'s medical staff membership or privileges at any hospital or other health care facility where **PHYSICIAN** provides any services or where **CORPORATION** requires **PHYSICIAN** to obtain and maintain medical staff membership and privileges are denied, revoked, lost, restricted or suspended;
- iii. **CORPORATION**'s good faith determination that **PHYSICIAN**'s conduct (i) is not negligent in the performance of health care services; (ii) does not meet the accepted professional or ethical standards of the medical profession; (iii) **PHYSICIAN** is otherwise jeopardizing the health or welfare of **CORPORATION**'s patients, employees, agents or other persons;

- iv. **PHYSICIAN** commits or permits any act or conduct which, in the good faith determination of **CORPORATION**: (1) may place **CORPORATION** into public ill-repute or in noncompliance with any federal, state or other law, rule or regulation; (2) adversely affects, or is likely to adversely affect, **CORPORATION**'s relationship with any payor, hospital or other health care facility or patient, or with any third party contracting with **CORPORATION**; or (3) constitutes professional misconduct, or fraudulent, oppressive or criminal behavior.
- v. **PHYSICIAN** fails to substantially comply with any of the article of incorporation, bylaws, employee manual, policies, procedures, standards, requirements, compliance plans, or other rules and regulations of **CORPORATION** as may be established as needed by **CORPORATION**;
- vi. **PHYSICIAN** fails to satisfy the performance and productivity goals established for **PHYSICIAN** by **CORPORATION** and communicated to **PHYSICIAN**; or
- vii. **PHYSICIAN** breaches any term or provision of this Agreement, and the breach, if curable and not otherwise cause for immediate termination pursuant to this **Section 7**, is not cured to the reasonable satisfaction of **CORPORATION** within **XXXX (##)** days after written notice of the breach is given to Physician.
- viii. **PHYSICIAN**'s failure to be board certified or board eligible during the term of this Agreement, unless such failure is excused, in writing, by the **CORPORATION**.

- ix. The felony conviction of **PHYSICIAN** or conviction of any crime involving moral turpitude, or commission of any act that constitutes unprofessional conduct under the **XXXX** Medical Practice Act, or tortious conduct under **XXXX**.
- x. Any act of dishonesty on the part of **PHYSICIAN**, including misappropriation of **CORPORATION**'s funds or assets, or
- xi. The inability of **PHYSICIAN** to obtain or maintain the professional liability insurance coverage required by **Section 5** of this Agreement;
- xii. The filing with respect to **CORPORATION** of a voluntary or involuntary petition in bankruptcy if such petition is not dismissed within thirty (30) days of such filing; or the appointment of a receiver or trustee to take possession of all, or substantially all, of the assets of **CORPORATION**, if such appointment is not terminated within **XXXX (##)** days;
- xiii. If any insurance company, health maintenance organization or other prepaid plan, medical group, independent practice association, preferred provider organization, self-insured employer or other private or governmental payer (hereinafter collectively referred to as "Payers") refuses to credential or contract with **PHYSICIAN**, or Physician's contract or rights to provide professional medical services to patients, beneficiaries or enrollees of such Payers have expired or are terminated, suspended, materially restricted or not renewed;
- xiv. **PHYSICIAN**'s failure to disclose or misrepresentation of any material fact or circumstance concerning or related to **PHYSICIAN**'s qualifications, background, education, training, credentials, prior job

history, conduct or ability to carry out his obligations under this Agreement.

**C. TERMINATION BY PHYSICIAN FOR CAUSE:**

**PHYSICIAN** may terminate this Agreement “for cause” effective upon a **XXXX (##)** days written notice of termination to **CORPORATION**, if: (i) **CORPORATION** fails to pay the base compensation agreed to under this Agreement and such failure continues for more than **XXXX (##)** days after the scheduled due date of such payment; or (ii) **CORPORATION** breaches any other term or provision of this Agreement, and the breach, if curable and not otherwise cause for immediate termination pursuant to this subsection, is not cured within **XXXX (##)** days after written notice of the breach is given to **CORPORATION**.

**D. EFFECT OF EXPIRATION OR TERMINATION:**

Unless otherwise expressly provided herein or in any applicable notice of termination, the expiration or any termination of this Agreement shall be effective from and after the expiration of any curative or notice period expressly stated herein or therein or when the termination notice is deemed given, whichever is applicable. Upon the expiration or any termination of this Agreement, **PHYSICIAN** shall be entitled to all base compensation earned up to the expiration or termination date of this Agreement (prorated by days), and any outstanding and unpaid expense reimbursements owed to **PHYSICIAN** hereunder. Upon payment of such amounts payable to **PHYSICIAN** as provided in the immediately preceding sentence, **CORPORATION** shall have no further liability or obligation of any kind to **PHYSICIAN** hereunder or as a result of the

expiration or termination of this Agreement; provided, however, that it is expressly agreed that the expiration or termination of this Agreement shall not affect the liability of either party for any breach of this Agreement.

**8. STANDARDS OF PRACTICE AND COMPLIANCE WITH LAWS:**

A. In carrying out **PHYSICIAN**'s duties under this Agreement, **PHYSICIAN** shall comply with the standards of medical practice in the community and with all applicable statutes, rules and regulations, and all governmental authorities relating to the licensure and regulation of physicians and **XXXX** (e.g. surgeon, cardiologist, etc.). **PHYSICIAN** agrees to indemnify and hold **CORPORATION** harmless from any loss, damage, expense, liability, cost, judgment, settlement, fine or penalty, civil or criminal, which **CORPORATION** may suffer, incur or become liable of or consequence of any act or failure to act by **PHYSICIAN** that is outside the scope of **PHYSICIAN**'s agreement or constitutes gross negligence, intentional misconduct or a criminal act or other violation of law.

B. **PHYSICIAN** acknowledges that he/she is required to have obtained and to maintain all professional licenses and certifications necessary for **PHYSICIAN** to carry out **PHYSICIAN**'s duties under this Agreement. **PHYSICIAN** shall notify the **CORPORATION** within **XXXX** (##) hours of the commencement as well as the conclusion of any action or proceeding to restrict, suspend or revoke Physician's license to practice medicine in **XXXX**.

C. **PHYSICIAN** represents and warrants that **he/she** is currently board eligible in surgery. **PHYSICIAN** shall maintain such board certification in good standing during the term of this Agreement. Any waiver of the requirements of this Section 8 must be in writing and signed by the **CORPORATION**.

D. As a material term of this Agreement, prior to commencing services under this Agreement, **PHYSICIAN** represents and warrants that **PHYSICIAN** has disclosed or will fully disclose to **CORPORATION** the full nature and extent of (i) any prior, pending or threatened claims or suits for medical malpractice, and (ii) any prior, pending or threatened actions or proceedings to restrict, suspend, revoke, terminate or not renew **PHYSICIAN's** license to practice medicine in **XXXX**, **PHYSICIAN's** DEA registration, **PHYSICIAN's** medical staff membership, **PHYSICIAN's** privileges, **PHYSICIAN's** provider number or any agreement with any governmental or private payer; or (iii) any other information that reasonably would be considered material to the **CORPORATION's** decision to contract **PHYSICIAN**.

E. If **PHYSICIAN** has engaged in the practice of medicine prior to commencing services under this Agreement and/or prior to this Agreement becoming effective, **PHYSICIAN** shall provide **CORPORATION** with written proof that **PHYSICIAN** or a third party has obtained, on Physician's behalf and at Physician's or such third party's sole cost and expense, adequate "tail" (extended reporting) coverage in relation to the cancellation of **PHYSICIAN's** prior professional liability policy.



F. **PHYSICIAN** shall notify **CORPORATION** within **XXXX (##)** hours of being arrested for any reason.

**9. FACILITIES, EQUIPMENT, SUPPLIES AND PERSONNEL:**

**CORPORATION** shall provide or arrange to provide such space, facilities, technical help, equipment, administrative personnel, supplies, utilities and administrative services suitable to **PHYSICIAN's** position and reasonably necessary to the performance of **PHYSICIAN's** duties pursuant to this Agreement, all as determined by the **CORPORATION** in its sole discretion.

**10. ASSIGNMENT OF PROFESSIONAL FEES; BILLING:**

**PHYSICIAN** shall be compensated by **CORPORATION** for **PHYSICIAN's** services stated under this Agreement. **PHYSICIAN** hereby authorizes and requests that **CORPORATION** bill patients and third-party payers for the professional services rendered by **PHYSICIAN** pursuant to this Agreement, and for this purpose, **PHYSICIAN** hereby assigns directly to **CORPORATION** all professional medical fees generated by **PHYSICIAN** in relation to the services **PHYSICIAN** provides pursuant to this Agreement. Said assignment shall include, but not be limited to, payments received from Medicare, Medicaid, Workers' Compensation, private insurance, self-insured employers and any payment for services rendered to patients admitted during the on-call emergency services coverage assigned by **XXXX Hospital**. **PHYSICIAN** agrees that all accounts receivable and unbilled work in progress generated for services rendered by **PHYSICIAN** pursuant to this Agreement are the property of **CORPORATION**. **PHYSICIAN** agrees that all billing information that **he/she** submits to **CORPORATION** shall be accurate and complete in all respects, and comply with all rules and regulations of Medicare,

Medicaid and other governmental and private third-party payers, and with all rules and policies of **CORPORATION**.

**11. MEDICAL RECORD:**

At all times during the term of this Agreement, and in any case prior to the effective date of the termination or expiration of this Agreement, **PHYSICIAN** shall timely and properly complete, in accordance with **CORPORATION's** policies as such may be amended from as needed, all medical records and reports for patients for whom **PHYSICIAN** has provided professional services. If **PHYSICIAN** fails to timely complete such records or reports, then, in addition to being a material breach of this Agreement, such alleged failure shall constitute gross negligence by **PHYSICIAN**, and **PHYSICIAN** agrees that **CORPORATION** may deduct from **PHYSICIAN's** compensation the amount of damage or loss that **CORPORATION** incurs as result of such failure, after granting **PHYSICIAN** the right for a due process in the event an evaluation of such records and/or reports is conducted. **PHYSICIAN** shall safeguard and maintain the confidentiality of all patient records, charts and information in strict accordance with federal and state confidentiality laws and regulations, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (HHS). **PHYSICIAN** acknowledges and agrees that all patients' files and medical records created, compiled, supplemented or modified by **PHYSICIAN** during the term of this Agreement with respect to patients to or for whom **PHYSICIAN** has rendered professional services pursuant to this Agreement, are and will remain the sole property of **CORPORATION**. Upon termination of this Agreement, **PHYSICIAN**

shall return to **CORPORATION** the original and any copies of patient files and medical records that he may have in his possession. Subject to compliance with applicable federal and state law, upon termination of this Agreement and for a reasonable purpose, **PHYSICIAN** shall be given access to and may copy at his expense, the medical records for those patients whom he has treated pursuant to this Agreement.

#### **12. INJUNCTIVE RELIEF**

**PHYSICIAN** acknowledges that a breach of this Agreement would cause irreparable harm to **CORPORATION** and that monetary damages would not be an adequate remedy. Accordingly, **PHYSICIAN** agrees that in the event of a breach of this Agreement, **CORPORATION** shall have the right to seek and obtain appropriate injunctive relief in addition to any other remedies to which **CORPORATION** may be entitled at law or in equity.

#### **13. AMENDMENTS:**

No amendment, modification, supplement or waiver of the terms of this Agreement shall be valid unless such amendment is in writing, with the mutual consent and signed by both parties.

#### **14. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in relation to the subject matter hereof, except as specifically set forth

herein. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

#### **15.NOTICES:**

For all notices, be effective, demand or request that a party to this Agreement is required or permitted to give to the other party under or in respect to this Agreement must be in writing and delivered to the other party (i) by certified mail, postage prepaid, return receipt requested, addressed to the other party's address shown on the signature page to this Agreement, or (ii) by personal delivery to the other party. Any such notice shall be deemed effectively given, delivered and received when personally delivered to the other party or when deposited in the United States mail in accordance with the immediately preceding sentence. Either party may change its notice address hereunder by delivering notice to the other party specifying the new notice address.

#### **16.FRAUD AND ABUSE PRACTICES:**

The execution, delivery and performance by each party to this Agreement and the transactions contemplated hereby have been duly authorized by all necessary actions of each party, and do not and will not violate any law or any regulation such as the Antikickback statutes, the Stark I, II & III regulations, and the HIPAA law and its Privacy and Security standards.

**PHYSICIAN** represents that **he/she** has not entered, and during the term of this Agreement, agrees not to enter into any financial relationships prohibited under the Federal Physician Self-Referral Statute (Social Security Act

§ 1977; 42 U.S.C. § 1395nn) and the regulations promulgated at 42 C.F.R. § 411, et seq., or similar state or local statutes or regulations prohibiting certain financial relationships among health care providers. **PHYSICIAN** further represent that **he/she** has not engaged in, and during the term of this Agreement agrees not to engage in, any activities prohibited under the federal anti-kickback statutes (42 U.S.C. §§ 1320a-7(b)) the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct or any other federal or local statute which prohibit certain financial or business relationships, among health care providers.

**17. NON-INTERFERENCE:**

**PHYSICIAN** agrees that **he/she** will not disrupt, damage, impair or interfere with the business of **CORPORATION**, whether by way of interfering with or raiding its employees, disrupting its relationship with patients, Patient Referral Sources, agents, representatives, vendors or otherwise.

18. **INDEMNIFICATION:** In consideration of the fact that **CORPORATION** does not control the manner and methods used by **PHYSICIAN** to offer the professional services subject of this Agreement, **CORPORATION** will not assume any medico-legal liability for the negligent, intentional actions or omissions or professional liability attributable to **PHYSICIAN**. **PHYSICIAN** will hold harmless **CORPORATION** in any claim or complaint, administrative or judicial, in which the **CORPORATION** is included for actions attributable to the contracted services.

This indemnity clause is contractual in nature and extends to the judgments entered against **CORPORATION**, under the joint and several liability doctrines

when there is concurrent liability between **CORPORATION** and **PHYSICIAN**. **PHYSICIAN** acknowledges and accepts the right of the **CORPORATION** to claim from **PHYSICIAN** indemnity once it has satisfied the judgment imposed by the court, in a separate lawsuit, so that **PHYSICIAN** respond to it for the percentage of the negligence, even though **PHYSICIAN** had not been named as a defendant in the original lawsuit in which joint and several liability judgments were entered. Therefore, both parties acknowledge that this indemnification clause will continue in full force and effect at the termination or expiration of this Agreement.

**19. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of **XXXX**.

**20. JURISDICTION:**

This Agreement, or any dispute related or in connection to such, shall be subject to the exclusive jurisdiction of the Superior Court of **XXXX**. The parties to this Agreement agree not to bring forth before any Federal Court, any disputes arising out of or in relation to this Agreement.

**IN WITNESS, WHEREOF**, and intending to be legally bound, the parties hereto have executed this Agreement as of **XXXX, 201X**.

**XXXXXXX  
CORPORATION**

**XXXXXXX  
PHYSICIAN**