

PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT

[NAME of SERVICE, e.g., EMERGENCY SERVICES]

between

[LEGAL NAME OF HOSPITAL]

and

[LEGAL NAME OF PHYSICIAN ENTITY]

[Effective Date, e.g., March 1, 20XX]

TABLE OF CONTENTS

	<u>Page</u>
1. CONTRACTOR AND PHYSICIAN OBLIGATIONS.....	1
1.1. Medical Director of Department.....	1
1.2. Professional Services.....	3
1.3. Qualifications of Physician(s).....	3
1.4. Allied Health Professionals.....	4
1.5. Qualifications of Allied Health Professional(s).....	4
1.6. Approval of Physicians and Allied Health Professionals.....	5
1.7. Withdrawal of Hospital Approval.....	5
1.8. Medical Staff Privileges.....	6
1.9. Failure to Provide Services.....	8
1.10. Hospital Rules and Operation.....	8
1.11. Quality Programs; Performance Standards.....	8
1.12. Complaints.....	8
1.13. Exclusion.....	8
1.14. Use of Premises.....	9
1.15. Notice of Events.....	9
1.16. Litigation Consultation.....	9
1.17. Limitations on Authority of Contractor.....	9
1.18. Hospital Employees.....	9
2. HOSPITAL OBLIGATIONS.....	10
2.1. Licensure and Accreditation.....	10
2.3. Administrative Director.....	10
2.4. Space.....	10
2.5. Equipment.....	10
2.6. Supplies.....	10
2.7. Usual Purchasing Practices.....	10
2.8. Hospital Services.....	10
2.9. Hospital Personnel.....	10
3. BILLING AND COMPENSATION.....	11

3.1.	Administrative Services	11
3.2.	Conditions for Payment.	11
3.3.	Professional Services.	11
3.4.	Third Party Payor Arrangements	12
3.5.	Changes in Rules and Regulations	13
4.	INDEPENDENT CONTRACTOR	13
4.1.	Independent Contractor	13
4.2.	Governmental Challenge	13
4.3.	Tax and Benefits	14
5.	INSURANCE AND INDEMNIFICATION	14
5.1.	Contractor Insurance.....	14
5.2.	Indemnification.....	15
5.3.	Insurance for Administrative Duties.....	15
6.	BOOKS AND RECORDS.	16
6.1.	Medical Records and Claims	16
6.2.	Access to Contractor Books and Records.....	16
7.	CONFIDENTIALITY	17
7.1.	Agreement Confidential.....	17
7.2.	Medical Staff and Committee Records	17
7.3.	Patient Records	17
7.4.	Trade Secrets	17
8.	COMPLIANCE WITH HOSPITAL STANDARDS	18
8.2.	Corporate Responsibility Program	18
8.3.	Acknowledgment.....	Error! Bookmark not defined.
9.	COMPLIANCE WITH LAWS	18
9.1.	Generally.....	18
9.2.	Nondiscrimination	18
9.3.	Anti-Referral Laws	19
9.4.	Disclosure of Interests.	19
9.5.	Privacy and Confidentiality	19
9.6.	Changes in Law	20

9.7.	[FOR EMERGENCY DEPARTMENT ASA/PSA ONLY: Stabilization and Transfer 20	
9.8.	[FOR CLINICAL LABORATORY ASA/PSA ONLY: CLIA	20
10.	TERM AND TERMINATION	20
10.1.	Term.....	20
10.2.	Termination of Agreement	20
10.3.	Suspension of Agreement.....	23
10.4.	Survival.....	23
11.	DISPUTE RESOLUTION	24
11.1.	Special Meeting	24
11.2.	Mediation.....	24
11.3.	Arbitration.....	24
11.4.	Hearing	24
11.5.	Good Faith Finding.....	24
11.6.	Injunctive Relief	25
11.7.	Costs	25
11.8.	Waiver of Jury Trial.....	25
12.	MISCELLANEOUS PROVISIONS	25
12.1.	Notices	25
12.2.	Obligations of Contractor Personnel	25
12.3.	Cross Reference of Agreements	27
12.4.	Incorporation of Exhibits.....	26
12.5.	Governing Law	26
12.6.	Force Majeure.....	26
12.7.	Catastrophe	26
12.8.	Tax Exempt Financing.....	26
12.9.	Severability	26
12.10.	Assignment and Delegation	26
12.11.	Amendment.....	27
12.12.	Entire Agreement	27
12.13.	Captions	27
12.14.	Cumulation of Remedies.....	27

12.15. No Third Party Rights27
12.16. Counting Days27
12.17. Construction of Agreement.....27
12.18. Waiver.....28
12.19. Counterparts28

LIST OF EXHIBITS

- Exhibit A Description of Services
- Exhibit B List of Physicians and Allied Health Professionals Approved to provide Professional Services
- Exhibit C Invoice/Time Sheet Form
- Exhibit D Fee Schedule for Professional Services
- Exhibit E Certificates of Insurance Coverage

PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT

This Professional and Administrative Services Agreement (“**Agreement**”) is entered into effective [March 1, 20XX] (“**Effective Date**”) by and between [Legal name of Hospital], a Georgia nonprofit corporation (“**Hospital**”) and [Legal name of Physician Entity], a [Type of legal entity, such as Georgia professional corporation or general partnership] (“**Contractor**”). Together, Hospital and Contractor are the “**Parties**,” and each is a “**Party**.”

RECITALS

A. Hospital is the owner and operator of a general acute care hospital located at [full mailing address of hospital] in which there is located a [Emergency] Department (“**Department**”).

B. Department consists of facilities and equipment owned by Hospital and staffed by Hospital employees.

C. Contractor employs or contracts with physician(s) who are duly qualified and licensed to practice medicine in the State of Georgia (“**Physicians**” or a “**Physician**”), who are experienced and qualified in the specialized field of [specialty, e.g., Emergency Medicine] (“**Professional Services**”) and who are members of Hospital’s Medical Staff (“**Medical Staff**”).

D. [**FOR EXCLUSIVE AGREEMENTS ONLY:** Hospital has considered various means of providing quality patient care at a reasonable cost in the Department and has determined that the exclusivity of the arrangement provided for in this Agreement shall best accomplish these goals and is warranted by the continuity, accountability, quality, efficiency and availability provided for in this Agreement.]

[**FOR NON-EXCLUSIVE AGREEMENTS ONLY:** Hospital desires to engage Contractor to provide Professional Services, and Contractor is willing to provide Professional Services upon the terms and conditions set forth in this Agreement. Hospital also desires to retain Contractor and designate Physician to provide certain administrative services in the development and operation of the Department, and has determined that this proposed arrangement with Contractor will enhance the Department’s and the Hospital’s organization, procedures, standardization, economic efficiency, and professional proficiency, and provide other benefits to enhance coordination and cooperation among the Department’s providers and patients.]

In consideration of the mutual covenants and promises set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Contractor agree as follows:

A G R E E M E N T

1. CONTRACTOR AND PHYSICIAN OBLIGATIONS.

1.1. Medical Director of Department. Contractor shall provide [John Smith], M.D. to act as Medical Director (“**Medical Director**”) of the Department in accordance with the terms of

this Agreement, the Medical Staff Bylaws and Rules and Regulations (collectively, “**Medical Staff Bylaws**”), and the Hospital’s Bylaws, Rules and Regulations and policies and procedures. Contractor shall obtain the written consent of Hospital in advance of replacing Medical Director. Medical Director shall also be subject to all of the terms and conditions under this Agreement for a Physician, except as otherwise provided herein.

1.1.1. Administrative Duties. Contractor shall cause Medical Director to perform the administrative duties and responsibilities (“**Administrative Services**”) as set forth in the Administrative Services section of the “Description of Services,” attached hereto as Exhibit A, under the direction of [Medical Executive Committee / Hospital President and CEO / Department Administrative Director / Other]. Contractor acknowledges and shall cause Medical Director to acknowledge that the Medical Executive Committee may monitor and review his/her performance as Medical Director, and that the results of any such reviews may be transmitted to Contractor, Medical Director and Hospital administration.

1.1.2. Administrative Hours. Contractor shall cause Medical Director to devote as much time as is necessary in performing the Administrative Services to provide for the effective management of the Department, for a maximum of [thirty (30) hours per month] but in no event less than [twenty (20) hours per month]. Contractor shall cause Medical Director to coordinate his/her work schedule with Hospital to ensure the effective operation of the Department.

1.1.3. Assistant Medical Director. Subject to the prior written approval of Hospital, Contractor may appoint, at Contractor’s sole expense, an Assistant Medical Director to perform the duties of Medical Director only in the event of Medical Director’s absence. Contractor shall ensure that the Assistant Medical Director meets all of the same qualifications as the Medical Director and shall cause the Assistant Medical Director to comply with all the requirements of this Agreement.

1.1.4. Medical Director Efforts. To ensure the effective operation of the Department, the Parties recognize the need for Contractor, and in particular Medical Director, to devote significant energies and effort to Department activities. Therefore, during the term of this Agreement, Contractor shall cause Medical Director to refrain from providing medical direction to any other [emergency] department or establishing, performing any management or administrative services for, consulting with, investing in, or otherwise assisting in the management, administrative or operational functions of any other [emergency] department, without the prior written consent of Hospital, which may be withheld in Hospital’s sole discretion. Notwithstanding the foregoing, Hospital understands and acknowledges that Contractor and Medical Director are engaged in the private practice of medicine, and this Agreement shall not, in any way, limit Contractor’s or Medical Director’s private practice of medicine.

1.1.5. Replacement. Contractor shall timely replace the Medical Director pursuant to the requirements of this Section 1.1 (a) in the event that the Medical Director dies or becomes unable to provide services for a period in excess of thirty (30) consecutive days, or thirty (30) days in the aggregate over any three (3) month period; (b) upon notice of the Hospital’s final decision to withdraw its approval for Medical Director as set forth in Section 1.7;

or (c) upon Medical Director's failure to meet the established written criteria for Medical Staff membership and clinical privileges as set forth in Section 1.8.2.

1.2. Professional Services.

[FOR EXCLUSIVE ASA/PSA ONLY

1.2.1. Contractor shall provide or arrange for the provision of all Professional Services required for patient care in and the operation of the Department, as determined by Hospital and its Medical Staff, *[twenty-four (24) hours per day, seven (7) days per week, including holidays]*.

1.2.2. The Professional Services section of the "Description of Services," attached hereto as Exhibit A describes the scope of such Professional Services to be rendered hereunder. Contractor shall ensure that all Professional Services are performed only by or under the supervision of a competent Physician who satisfies all of the requirements set forth herein. Contractor agrees to provide all Physicians necessary for patient care and Department operation consistent with community standards of medical practice and with hospital policies and procedures. Contractor shall have the exclusive right to provide Professional Services to Hospital patients, subject to any applicable provisions of state or federal law or regulation prohibiting such exclusivity. In the event that such exclusivity is entirely prohibited, this Agreement shall terminate.]

[FOR NON-EXCLUSIVE ASA/PSA ONLY:

1.2.3. Contractor shall provide or arrange for the provision of Professional Services as set forth in the Professional Services section of the "Description of Services," attached hereto as Exhibit A. Contractor shall ensure that all Professional Services are performed only by or under the supervision of a competent Physician who satisfies all of the requirements set forth herein. Contractor shall cause Physician(s) to *[[coordinate his/her/their work schedule with Hospital to ensure the effective operation of the Department] [provide Professional Services in the Department from 8:00 a.m. to 6:00 p.m. Monday through Friday].]*

[FOR RADIOLOGY EXCLUSIVE ASA/PSA ONLY

1.2.4. Without limiting the exclusivity of this Agreement as stated above, the Parties agree that certain cardiologists who are members of the Hospital Medical Staff with privileges in cardiology may interpret cardiac stress tests that they perform on their own patients within the nuclear medicine section of the Department of Radiology. The Parties further agree that this is the sole exception to the exclusive right of Contractor to provide all Professional Services.]

1.3. Qualifications of Physician(s). Contractor shall ensure that each Physician (including Medical Director), at all times during the term of this Agreement, (a) is duly licensed as a physician under Georgia law, (b) is Board Certified (or, with the approval of the Hospital's President and CEO, or his/her designee, Board Eligible) in *[Emergency Medicine]*, (c) is a member in good standing of Hospital's Medical Staff, (d) holds all clinical privileges on Hospital's Medical Staff appropriate to the provision of Professional Services or Administrative

Services hereunder, (e) is a participating provider in the Medicare and Medicaid programs, (f) is or agrees to apply for participating physician status in any insurance coverage arrangement or managed care plan in which Hospital participates and that is reasonably available to the Physician, either through Contractor or individually, (g) maintains an unrestricted federal Drug Enforcement Administration (“DEA”) registration number, (h) is employed by or under contractual arrangement with Contractor, (i) maintains insurance coverage as set forth in Section 5 of this Agreement. Contractor shall provide documentation of compliance with all provisions of this Section to Hospital upon request.

Contractor represents and warrants to Hospital that, with respect to persons providing Professional Services or Administrative Services at Hospital under this Agreement, (a) no Physician’s license to practice medicine in any state has ever been suspended, revoked or restricted; (b) neither Contractor nor any Physician has ever been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; (c) no Physician has ever been denied membership or reappointment of membership on the medical staff of any hospital and no hospital medical staff membership or clinical privileges of any Physician have ever been suspended, curtailed or revoked for a medical disciplinary cause or reason; (d) neither Contractor nor any of its officers, directors, employees, contractors, or agents has ever been excluded from participation in any local, state or federal health care program; (e) neither Contractor nor any Physician has ever been reprimanded, sanctioned or disciplined by the DEA, been denied a DEA registration number or had a DEA registration number restricted; (f) neither Contractor nor any Physician has been denied insurance coverage as set forth in Section 5 of this Agreement or had such insurance coverage restricted; and (g) Contractor is authorized to contract on behalf of each Physician for the provision of services.

1.4. Allied Health Professionals. If Contractor engages allied health professionals (“Allied Health Professionals”) such as nurse practitioners or physician assistants to participate in the delivery of Professional Services to patients in the Department, Contractor shall ensure that such Allied Health Professionals are supervised by a Physician approved by the relevant Georgia board or commission to perform such supervision. Contractor shall notify Hospital in writing prior to utilizing such Allied Health Professionals to satisfy the terms of this Agreement. At all times, Contractor shall limit the scope of services performed by an Allied Health Professional to those which may be performed permissibly by that Allied Health Professional under applicable law, regulations, and Hospital and Medical Staff Bylaws and policies; and at Hospital’s request, Contractor shall provide Hospital with a copy of written guidelines to that effect.

1.5. Qualifications of Allied Health Professional(s). Contractor shall ensure that each Allied Health Professional, at all times during the term of this Agreement, (a) is duly licensed under Georgia law as an allied health professional by the appropriate Georgia board or commission, (b) is a member in good standing of Hospital’s Medical Staff, if applicable (c) holds all clinical privileges on Hospitals Medical Staff appropriate to his/her participation in delivering Professional Services hereunder, (d) if applicable, is a participating provider in the Medicare and Medicaid programs, (e) if applicable, is or agrees to apply for participating status in any insurance coverage arrangement or managed care plan in which Hospital participates and that is reasonably available to the Allied Health Professional, either through Contractor or individually, (f) if applicable, maintains an federal Drug Enforcement Administration (“DEA”) registration

number, (g) is employed by or under contractual arrangement with Contractor, and (h) maintains insurance coverage as set forth in Section 5 of this Agreement. Contractor shall provide documentation of compliance with all provisions of this Section to Hospital upon request.

Contractor represents and warrants to Hospital that, with respect to persons providing Professional Services or Administrative Services at Hospital under this Agreement, (a) no Allied Health Professional's license to practice in any state has ever been suspended, revoked or restricted; (b) neither Contractor nor any Allied Health Professional has ever been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; (c) no Allied Health Professional has ever been denied membership or reappointment of membership on the medical staff of any hospital and no hospital medical staff membership or clinical privileges of any Allied Health Professional have ever been suspended, curtailed or revoked for a medical disciplinary cause or reason; (d) neither Contractor nor any of its officers, directors, employees, contractors, or agents has ever been excluded from participation in any local, state or federal health care program; (e) neither Contractor nor any Allied Health Professional has ever been reprimanded, sanctioned or disciplined by the DEA, been denied a DEA registration number or had a DEA registration number restricted; and (f) neither Contractor nor any Allied Health Professional has been denied insurance coverage as set forth in Section 5 of this Agreement or had such insurance coverage restricted; and (g) Contractor is authorized to contract on behalf of each Allied Health Professional for participation in the delivery of Professional Services.

1.6. Approval of Physicians and Allied Health Professionals. Contractor shall engage, at its sole expense and subject to the terms of this Agreement, that number of Physicians and Allied Health Professionals necessary to satisfy the terms of this Agreement, but in any event, no less than [one (1)] Physician. Hospital shall have the right to approve or disapprove, in advance, those Physician(s) and Allied Health Professional(s) providing Professional Services and Administrative Services, and Contractor shall provide Hospital with the name(s) and qualifications of such Physician(s) and Allied Health Professional(s) no less than fourteen (14) days prior to the day that Contractor intends the Physician(s) or Allied Health Professional(s) to commence provision of Professional Services or Administrative Services hereunder. Those Physicians and Allied Health Professional approved by Hospital to provide Professional Services hereunder are listed in Exhibit B attached hereto. In the event Hospital disapproves a Physician or Allied Health Professional, Contractor shall provide an alternate Physician or Allied Health Professional acceptable to Hospital.

1.7. Withdrawal of Hospital Approval.

1.7.1. Hospital may withdraw its approval for any Physician or Allied Health Professional to provide Professional Services, or for the Medical Director to provide Administrative Services, due to the Hospital's dissatisfaction, arrived at in good faith and continuing after (a) giving written notice to the Contractor of the reason for dissatisfaction and (b) having a meeting between the Hospital's representative, the Contractor and the subject Physicians, Allied Health Professionals or Medical Director. The Hospital's reasons for dissatisfaction may (without limitation) be based on any one or more of the following events:

1.7.1.1. Any aspect of the performance by that Physician, Allied Health Professional or Medical Director hereunder endangers patient safety, is below the standards and expectations of the Hospital as set forth in the Medical Staff Bylaws or otherwise, or may subject Hospital to ill repute.

1.7.1.2. The Physician, Allied Health Professional or Medical Director fails to maintain compliance with all of the qualifications, covenants, provisions, representations and warranties set forth in Sections 1.3, 1.5, 5, 6, 7, 8 and 9.

1.7.1.3. The Physician, Allied Health Professional or Medical Director is convicted of a crime punishable as a felony or involving moral turpitude.

1.7.2. After the meeting between the Hospital's representative, the Contractor and the subject Physician, Allied Health Professional or Medical Director, the Hospital shall give the Contractor written notice of its final decision to withdraw, or not, its approval for the Physician, Allied Health Professional or Medical Director. As an alternative to withdrawing its approval of the individual to serve under this Agreement, the Hospital may condition its continuing approval in any reasonable terms. Upon notice of the Hospital's final decision to withdraw its approval for the Physician, Allied Health Professional or Medical Director, Contractor shall (a) remove immediately that Physician, Allied Health Professional or Medical Director from Hospital premises and ensure that such Physician, Allied Health Professional or Medical Director provides no further Professional Services or Administrative Services under this Agreement, (b) cause the remaining Physicians and Allied Health Professionals who are approved to provide Professional Services or Administrative Services under this Agreement to provide the same level of Professional Services or Administrative Services that were being provided to the Hospital prior to the removal of the Physician, Allied Health Professional or Medical Director, and (c) if necessary, use good faith efforts to supply a replacement Physician, Allied Health Professional or Medical Director acceptable to the Hospital.

1.7.3. In the event that Hospital withdraws its approval for any Physician or Allied Health Professional to provide Professional Services, or for the Medical Director to provide Administrative Services, as provided for herein, the Physician, Allied Health Professional or Medical Director shall not be entitled to the due process provisions of the Hospital's Medical Staff Bylaws.

1.7.4. Withdrawal of Hospital approval for any Physician or Allied Health Professional to provide Professional Services, or for the Medical Director to provide Administrative Services, shall not terminate this Agreement or modify or terminate any continuing obligation under this Agreement of the Physician, Allied Health Professional or Medical Director who is no longer approved by the Hospital to provide Professional Services or Administrative Services, including, but not limited to, those obligations set forth in Sections 1.16, 6.2, 7 and 8.

1.8. Medical Staff Privileges.

1.8.1. Staff Membership and Clinical Privileges. Each Physician providing Professional Services or Administrative Services under this Agreement is required to become

and remain a member in good standing of the Medical Staff of Hospital, and shall be subject to all of the attendant clinical privileges, responsibilities and conditions associated with Medical Staff membership. Each Allied Health Professional, if any, participating in delivering Professional Services under this Agreement, is required to become and remain a member in good standing of the Medical Staff of Hospital, if applicable, and shall be subject to all of the attendant clinical privileges, responsibilities and conditions associated with Medical Staff membership. Hospital shall promptly and in good faith process requests for temporary and permanent staff membership and clinical privileges required for Physicians and Allied Health Professionals to perform Contractor's obligations under this Agreement.

1.8.2. Suspension of Staff Membership and Privileges. In the event a particular Physician or Allied Health Professional does not meet or fails to continue to meet the established written criteria for Medical Staff membership and clinical privileges, Hospital shall promptly advise Contractor in writing and Contractor shall immediately terminate the particular Physician's provision of Professional Services, Allied Health Professional's participation in delivering Professional Services or Medical Director's provision of Administrative Services under this Agreement and shall immediately supply a replacement Physician, Allied Health Professional or Medical Director acceptable to Hospital.

1.8.3. [FOR EXCLUSIVE AGREEMENTS ONLY: Termination of Medical Staff Membership. The Medical Staff membership and clinical privileges of a Physician providing Professional Services, Allied Health Professional participating in providing Professional Services or Medical Director providing Administrative Services under this Agreement shall be conditioned upon such Physician's or Allied Health Professional's continued provision of Professional Services, or Medical Director's continued provision of Administrative Services, pursuant to this Agreement. If this Agreement expires or is terminated for any reason, then the Medical Staff membership and clinical privileges of all Physicians (including Medical Director) and Allied Health Professionals to provide Professional Services or Administrative Services, in the Department and to use the space and equipment in the Department shall immediately cease and be terminated. If (a) the agreement between Contractor and a Physician (including Medical Director) or Allied Health Professional is amended, modified or terminated such that said Physician or Allied Health Professional is no longer authorized to provide Professional Services or Administrative Services at Hospital, or (b) the participation of a Physician (including Medical Director) or Allied Health Professional in providing Professional Services or Administrative Services to Hospital under this Agreement is terminated pursuant to Sections 1.7 or 1.8.2 hereof or otherwise, then the Medical Staff membership and clinical privileges of the subject Physician(s) or Allied Health Professional(s) to provide Professional Services or Administrative Services and to use the space and equipment in the Department shall immediately cease and be terminated. Said termination of Medical Staff membership and clinical privileges shall occur without compliance with notice, hearing or any other due process provisions of the Hospital's Medical Staff Bylaws. Contractor shall give notice of this Section 1.8.3 to each Physician and Allied Health Professional performing Professional Services or Administrative Services in the Department under this Agreement and shall obtain each Physician's and Allied Health Professional's written consent to this Section 1.8.3 as a condition of serving as a Physician or Allied Health Professional under this Agreement.]

1.9. Failure to Provide Services. In the event Contractor fails to provide any of the services required hereunder, Hospital, in its sole discretion, may contract with another provider to render services. Any costs incurred by Hospital in connection with the retention of services from another provider, as described herein, shall be paid by Contractor.

1.10. Hospital Rules and Operation. Contractor shall and shall cause each Physician and Allied Health Professional to comply with (a) all applicable terms of this Agreement, (b) all policies, bylaws, rules and regulations of Hospital and the Hospital's Medical Staff applicable to the Physician or Allied Health Professional and the Department, and (c) all applicable standards and recommendations of The Joint Commission, the American Medical Association, and the American College of [look up appropriate American College title for the specialty, e.g., Emergency Physicians].

1.11. Quality Programs; Performance Standards.

1.11.1. Contractor shall and shall cause each Physician and Allied Health Professional to (a) participate in Hospital's quality improvement, utilization review and risk management programs and serve on such quality improvement, utilization review and risk management committees as may be requested by Hospital from time to time; (b) participate in on-going quality improvement monitoring activities, such as audits; (c) participate in risk management activities designed to identify, evaluate and reduce risk of patient injury associated with care; and (d) assist utilization review in setting, monitoring and achieving length of stay and ancillary utilization goals.

1.11.2. As part of its quality improvement, utilization review and risk management programs, Hospital has developed certain criteria and procedures ("**Performance Standards**") to monitor the provision of services under this Agreement and ensure the quality and efficiency of medical care in the Department. Contractor shall cause Physician to abide by the Performance Standards set forth in the Performance Standards section of the "Description of Services" attached hereto as Exhibit A.

1.12. Complaints. Contractor and Hospital shall cooperate in good faith to investigate any complaints made by Hospital or Hospital patients concerning any Physician or Allied Health Professional and to resolve the complaint in a reasonable time with appropriate action. Contractor shall notify Hospital immediately of any complaints concerning any Physician or Allied Health Professional.

1.13. Exclusion. Contractor shall conduct screenings of its officers, directors, employees, contractors, or agents who furnish, order or prescribe items or services reimbursable under any federal health program to or for patients of Hospital under this Agreement against the OIG's list of Excluded Individuals/Entities prior to hire and [once a year] thereafter. Contractor will immediately notify Hospital in the event that Contractor or any of its officers, directors, employees, contractors or agents is excluded from participation in a federal health care program. Contractor will indemnify Hospital for any claims, judgments, overpayments or expenses arising from such exclusion.

1.14. Use of Premises. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to use the Department premises solely for the provision of services specified in this Agreement. No part of the premises of Hospital shall be used at any time by Contractor, any Physician, or any Allied Health Professional as an office for the general practice of medicine.

1.15. Notice of Events. Contractor shall immediately notify Hospital of and describe the particulars of (a) any failure to satisfy the terms of any representation or warranty made in Section 1.3 (Qualifications of Physicians) or 1.5 (Qualifications of Allied Health Professional), (b) any incident report filed or any malpractice claim or professional disciplinary action asserted or initiated against any Physician or Allied Health Professional; (c) any modification in or termination of Contractor's employment of or agreement with a Physician or Allied Health Professional during the term of this Agreement, and (d) any pending change in corporate identity, form or name of Contractor that necessitates a filing with or application for a permit from the Georgia Composite Medical Board or the Secretary of State of the State of Georgia or another state. Contractor shall provide the notice required pursuant to this Section 1.15(d) no later than forty-five (45) days prior to the effective date of the change in corporate identity, form or name, and shall take all such actions and provide all such information requested by Hospital in order to amend and assign this Agreement, as necessary, to reflect Contractor's new corporate identity, form or name.

1.16. Litigation Consultation. Contractor shall ensure that its Physician(s) and Allied Health Professional(s) are available to Hospital to testify as witnesses, at no fee, or as expert witnesses, in which case a reasonable and customary fee may be charged, in the event litigation is brought against Hospital, its directors, officers, agents or employees based upon a claim of negligence, malpractice or any other cause of action, except where Contractor or a Physician or Allied Health Professional is named an adverse party to Hospital in the proceeding.

1.17. Limitations on Authority of Contractor. Contractor shall not and shall cause Physician(s) and Allied Health Professional(s) not to (a) incur any financial obligation on behalf of the Hospital, (b) obligate or commit any assets of Hospital for the purchase, acquisition or pilot trial of equipment, supplies or personnel, (c) enter into any contract on behalf of Hospital for the purchase, rental or other acquisition of equipment, supplies or personnel, (d) make, nor allow any other individual to make, any additions, alterations, improvements or repairs to any space, facilities or equipment furnished by Hospital, and/or (e) remove any equipment or supplies furnished by Hospital, each without the express prior written authorization of Hospital.

1.18. Hospital Employees. During the term of this Agreement and for one (1) year after its termination, Contractor (a) shall not hire or contract with (directly or indirectly), seek to hire or contract with, or assist in hiring or contracting with any employee, agent or independent contractor of Hospital and (b) shall not induce, seek to induce, or take action which results in the termination of employment or other arrangement between Hospital and such employee, agent or independent contractor or otherwise interferes with such employment or contractual arrangement.

2. HOSPITAL OBLIGATIONS

2.1. Licensure and Accreditation. Hospital shall provide, as further specified below, the space, equipment, supplies, resources, and non-physician personnel necessary for Hospital to maintain Department licensed by the Georgia Department of Community Health and accredited by The Joint Commission.

2.2. Administrative Director. Hospital shall provide an Administrative Director of the Department who shall be responsible and accountable to Hospital for administrative and technical functions, including supervision, selection, assignment and evaluation of Hospital personnel; maintenance of equipment; development of an annual budget; and acquisition of materials, supplies and equipment. In the event of any dispute between the Medical Director and the Administrative Director regarding their respective administrative responsibilities, such dispute shall be submitted to the Hospital's President and CEO, or his/her designee, whose decision shall be final and binding upon the Parties.

2.3. Space. Hospital shall furnish for the use of Contractor the area now occupied by the Department or such alternative space as is reasonably necessary, in Hospital's sole discretion, following consultation with the Contractor, for the proper operation of the Department.

2.4. Equipment. Hospital shall furnish, at its expense, such medical and office equipment as are reasonably necessary, in the sole discretion of Hospital following consultation with Contractor, for the proper operation of the Department. Hospital shall consult Contractor regarding proposals for the purchase of new equipment. Hospital shall, at its expense, keep and maintain all equipment in good order and repair.

2.5. Supplies. Hospital shall, following consultation with Contractor, purchase such supplies as may be reasonably necessary, in the sole discretion of Hospital, for the proper operation of the Department.

2.6. Usual Purchasing Practices. The furnishing of the aforementioned equipment and supplies shall be subject to (a) the usual purchasing practices of Hospital in accordance with its budget requirements and (b) obtaining all necessary government approvals, if any. Contractor shall endeavor to submit, for the purpose of budget planning, all requests for equipment and supplies purchases desired during a forthcoming fiscal year at least **[one hundred and eighty (180) days]** prior to the beginning of the fiscal year.

2.7. Hospital Services. Hospital shall, at its expense, furnish the Department with such ordinary janitorial and in-house mail service, telephone, laundry, gas, water, heat and electricity as may, in the Hospital's sole discretion, be required for the proper operation of the Department. Hospital shall also provide services of such other Hospital departments, including but not limited to, nursing, administrative, accounting, engineering, purchasing and medical records, as are, in the Hospital's sole discretion, required for the proper operation of the Department.

2.8. Hospital Personnel. Hospital shall provide the services of nurses, technicians, secretaries, clerical and all other non-physician personnel (except for Allied Health Professionals provided by Contractor) required for the proper and efficient operation of the Department. Such

personnel shall be employed and directed by Hospital. All salaries, wages, taxes, insurance, workers' compensation insurance, retirement and other fringe benefits, and expenses of any kind incident to their employment shall be and remain the responsibility and obligation of Hospital. Such personnel shall be subject to Contractor's medical supervision only with respect to clinical matters and related training.

3. BILLING AND COMPENSATION

3.1. Administrative Services. Contractor shall, on a monthly basis on or before the fifth (5th) day of each calendar month during the term of this Agreement, submit a written invoice to Hospital in the form attached hereto as Exhibit C, or as otherwise required by Hospital, detailing to Hospital's satisfaction the Administrative Services provided by Contractor in accordance with Section 1.1 during the immediately preceding calendar month. In completing the monthly invoice set forth in Exhibit C, or as otherwise required by Hospital, Contractor shall describe the specific Administrative Services activities performed, specify the date(s) on which those activities occurred, and, for each date, record the number of hours spent. Hospital will not accept invoices submitted more than [sixty (60)] days after the end of the calendar month for which payment for Administrative Services is sought.

In consideration of the Administrative Services provided by or on behalf of Contractor to Hospital under Section 1.1, and expressly conditioned upon Contractor's timely submission to Hospital of the monthly invoice required pursuant to this Section, Hospital shall pay to Contractor and Contractor shall accept as payment in full for the Administrative Services rendered hereunder the sum of [One Hundred Dollars (\$100) per hour], not to exceed [Three Thousand Dollars (\$3,000)], on or before the [twentieth (20th)] of each month for the preceding month's service.

3.2. Conditions for Payment.

3.2.1. Payment of the compensation provided herein is conditioned upon Contractor maintaining such records and supporting documents as may, from time to time, be required to comply with the requirements of governmental agencies and third party payors, including: preparing complete and accurate time records which document separately all time spent providing professional, administrative and teaching services hereunder, in a form acceptable to Hospital; pursuant to 42 CFR section 415.60 and in order to comply with Medicare requirements, executing and updating at such times and on such forms as requested by Hospital, a written allocation statement specifying the respective amounts of time to be spent in furnishing professional, administrative services to provider, and services which do not fall into either category; and completing or assuring the prompt completion of all patient charts and other written records necessary to be maintained with respect to the Department, including all Administrative Services provided under this Agreement.

3.2.2. Hospital will not make any payment to Contractor for any Administrative Services rendered prior to the later of the Effective Date or the date of execution of the Agreement by all the parties.

3.3. Professional Services.

3.3.1. Fee Schedule for Professional Services. Contractor's fees for Professional Services rendered are set forth on Exhibit D, attached hereto. Contractor shall at all times bill in accordance with such schedule. Contractor has the right at any time to modify the fees and charges set forth on such schedule; provided that, any such modification shall not become effective until the expiration of thirty (30) calendar days after Contractor gives Hospital written notice setting forth such modifications. Notwithstanding the foregoing, the amount to be charged to patients for the professional component of Department services shall at all times be in accordance with the prevailing charges for similar services within Hospital's service area.

3.3.2. Billing and Collection. Contractor shall separately from Hospital bill and collect its fees and charges from patients and/or responsible payors for Professional Services rendered in the Department pursuant to this Agreement. Such collections shall be made under Contractor's federal tax identification number and provider number(s) and shall be carried out in accordance with all applicable contractual requirements, laws and regulations. Responsibility for billing and collection of professional fees and charges shall reside solely with Contractor and/or Contractor's billing agent. Contractor's compensation for Professional Services rendered hereunder shall be derived exclusively from payments for Professional Services that are directly remitted to Contractor by third party payors. Contractor assumes responsibility for all bad debts, third party payor discounts, and billing and collection expenses related to professional fees and charges. Hospital shall make no payment to Contractor for Professional Services rendered hereunder and shall not bill for, guarantee the collectibility of, or have any claim or interest in or to the amounts billed by Contractor; however, Hospital shall, to the best of its ability, cooperate in providing the appropriate forms and information to Contractor and/or Contractor's billing agent to facilitate an efficient and effective billing and collection process.

3.3.3. Medicare and Medicaid. Contractor shall accept as payment in full for Professional Services covered by Medicare and Medicaid (a) the applicable Medicare payment under Medicare assignment and/or the applicable Medicaid payment under Medicaid assignment plus (b) the applicable coinsurance, copayment or deductible amounts.

3.3.4. Hospital Charges. Hospital shall, from time to time, establish a schedule of charges for the technical and non-professional elements of each unit of service rendered to patients in the Department. Billing and collection thereof shall be the responsibility of Hospital.

3.4. Third Party Payor Arrangements. Contractor shall and shall cause each Physician and Allied Health Professional to cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements. Third party payor arrangements are defined as arrangements for the provision of services under Medicare, Medicaid, or other public or private health, hospital care and/or managed care programs. Contractor shall, upon Hospital's request, (a) make best efforts to enroll as a provider and to enroll each Physician and Allied Health Professional, as necessary, (separate from Hospital) with respect to Contractor's Professional Services provided pursuant to this Agreement in any third party payor arrangement, and (b) enter into an express contractual agreement with said third party payor, or any intermediate organization including any independent practice association, if required for said enrollment, which enrollment and agreement shall be consummated within thirty (30) days after Hospital's request. In the event Contractor and all Physicians and Allied

Health Professionals have not entered into such an agreement within the thirty (30) day period, or such additional period as may be agreed to by Hospital in writing, Hospital shall have the right, at its option, to make alternative arrangements for the provision of Professional Services, including through a contract with another contractor or physician(s), or to terminate this Agreement upon thirty (30) days' written notice to Contractor.

Both Contractor and Hospital shall make reasonable efforts to agree upon any amendments to this Agreement, in accordance with Section 12.10, that are necessary as the result of third party payor arrangements described in this Section. If the Parties cannot reach agreement on such modifications within sixty (60) days after written notification of such need for modification, either Party may terminate this Agreement upon [thirty (30)] days' additional written notice.

3.5. Changes in Rules and Regulations. The Parties understand that they may be required to alter their billing arrangements in order to comply with changing legal requirements or to avoid economically impracticable reimbursement disallowances. The Parties therefore agree, upon written request of either Party, to negotiate in good faith in order to modify this Agreement to comply with such legal requirements or to avoid such disallowances. If the Parties cannot reach agreement on such modifications within sixty (60) days after the initial written request, either Party may terminate this Agreement upon [thirty (30)] days' additional written notice.

4. INDEPENDENT CONTRACTOR

4.1. Independent Contractor. In the performance of the duties and obligations of Contractor hereunder, it is mutually understood and agreed that Contractor, including all Contractor Personnel (as defined in Section 12.2), is at all times acting and performing as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create between (a) Hospital and (b) Contractor or Contractor Personnel an employer/employee, joint venture, agency, lease or landlord/tenant relationship. The standards of medical practice and professional duties of Contractor and each Physician and Allied Health Professional shall be determined by the Medical Staff and prevailing professional standards. In furtherance of the independent status of the Parties, Contractor shall not, and shall cause all Contractor Personnel not, to hold itself/themselves out as an officers, agents or employees of Hospital, and shall take all reasonable steps to disavow such status or relationship in every instance where a reasonable person might assume that such a relationship exists between the Parties. Contractor shall reimburse or otherwise indemnify Hospital for all costs incurred, if Contractor or any Contractor Personnel is held to be an employee or agent of Hospital for any purpose.

4.2. Governmental Challenge. In the event any governmental entity, including without limitation, the Internal Revenue Service, should question or challenge the independent contractor status of Contractor or Contractor Personnel with respect to Hospital and the services rendered hereunder, the Parties hereto mutually agree that both Contractor and Hospital shall have the right to participate in any discussion or negotiation occurring with such governmental entity, regardless of who initiated such discussions or negotiations. In the event the governmental entity concludes that an independent contractor relationship does not exist, Hospital may terminate this Agreement immediately upon written notice to Contractor.

4.3. Tax and Benefits. Contractor and Contractor Personnel shall look only to Contractor for setting and administering the terms and conditions of their employment or contract. None of Contractor or Contractor Personnel shall have a claim against Hospital under this Agreement or otherwise for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind. Hospital shall not withhold on behalf of Contractor or Contractor Personnel any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Contractor. Contractor shall indemnify, defend and hold harmless Hospital from any and all loss or liability, if any, arising under this Section 4.3.

5. **INSURANCE AND INDEMNIFICATION**

5.1. Contractor Insurance.

5.1.1. Coverage Requirements. Contractor, at its sole cost and expense, shall procure and maintain in force throughout the entire term of this Agreement continuous coverage (as defined in Section 5.1.2 below) of policies of professional liability and general liability insurance. Without limitation, the insurance policies shall (a) in the case of the professional liability insurance policy, provide coverage for covered medical incidents, including negligent acts or omissions of Contractor and Contractor Personnel (as defined in Section 12.2) in the performance of professional health care or medical services during its term, (b) in the case of the general liability insurance policy, provide coverage for bodily injury and property damage resulting from negligent acts or omissions of Contractor and Contractor Personnel, (c) name Contractor and Contractor Personnel as named insureds, (d) be issued by an insurance company licensed or otherwise qualified to issue professional liability and general liability insurance policies or coverage in the State of Georgia and rated A- or better by A.M. Best Rating Agency or be issued by an adequately funded and secured self-insurance trust, and (e) provide for minimum coverage limits consistent with the requirements of the Hospital's Medical Staff Bylaws, but in no event less than [One Million Dollars (\$1,000,000)] per occurrence and [Three Million Dollars (\$3,000,000)] in the annual aggregate, and such limits shall apply separately for Contractor, for each Physician, for each Allied Health Professional and for each other Contractor Personnel.

5.1.2. Continuous Coverage. For purposes of this Agreement, the term "continuous coverage" means the maintenance of professional liability and general liability insurance during the period commencing as of the Effective Date, continuing during the entire term of this Agreement (including any extensions or renewals hereof) and, if claims-made form of coverage, expiring not less than five (5) years following the expiration or earlier termination of this Agreement (the "**Insurance Period**"). To satisfy the requirement of continuous coverage, if for any reason during the Insurance Period any insurance policy maintained by Contractor pursuant to this Section 5.1 terminates, expires, is cancelled or is not renewed, or if there is a reduction or other change in the amount or scope of any coverage under the policy (whether by action of the insurance company, Contractor, or Contractor Personnel), Contractor shall (a) cause a replacement insurance policy meeting the requirements of this Section 5.1 to be in effect as of the effective date of the termination, expiration, non-renewal, cancellation, reduction, or other change of the prior insurance policy, and (b) purchase either extended reporting coverage (i.e.,

“tail” coverage) or prior acts coverage (i.e., “nose” coverage). “Tail” coverage must provide for a discovery/reporting period that would extend at least through the end of the Insurance Period, and “nose” coverage must provide coverage at least as of the start of the Insurance Period.

5.1.3. Certificate of Insurance. Contractor shall provide Hospital with certificates of insurance evidencing the insurance policies required by this Section 5.1. Copies of such certificates are attached hereto in Exhibit F. Such insurance policy or policies shall also provide for not less than thirty (30) days’ prior notice to Hospital of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage required under this Section 5.1. Contractor shall give Hospital not less than sixty (60) days’ prior written notice of its intent to cancel such insurance, and agrees promptly to notify Hospital of any other termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage under the policy, but in no event later than ten (10) days following Contractor’s, a Physician’s or Contractor Personnel’s receipt of notification of such action. In the event Contractor fails to procure, maintain or pay for the insurance required under this Section 5.1, Hospital shall have the right, but not the obligation, to obtain such insurance. In that event, Contractor shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute breach of a material provision of this Agreement.

5.2. Indemnification.

5.2.1. Contractor. Contractor shall defend, indemnify and hold harmless Hospital, its members, directors, officers, employees, and agents from all claims, damages, costs, and expenses (including reasonable attorneys’ fees) due to negligence or willful acts or omissions of Contractor (including its directors, officers, employees, agents, Physician(s), Allied Health Professional(s) and any other Contractor Personnel as defined in Section 12.2) arising out of, or in connection with, the performance of this Agreement.

5.2.2. Hospital. Hospital shall defend, indemnify and hold harmless Contractor, its members, directors, officers, employees and agents from all claims, damages, costs, and expenses (including reasonable attorneys’ fees) due to negligence or willful acts or omissions of Hospital (including its directors, officers, employees, and agents except Contractor and Contractor Personnel) arising out of, or in connection with, the performance of this Agreement.

5.2.3. Reimbursement. Contractor shall indemnify and promptly reimburse Hospital for all reasonable costs and expenses incurred by Hospital in connection with any investigation or litigation involving Contractor or Contractor’s employees, agents or persons controlling, under common control with or controlled by Contractor.

5.3. Insurance for Administrative Duties. Hospital at its sole cost and expense shall procure and maintain liability coverage from a carrier of its choice in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate covering solely the Administrative Services provided during the term of this Agreement on Hospital premises by the Physician pursuant to Section 1.1, and not for professional services or any other patient care/clinical activities. Upon Contractor’s request, Hospital shall provide Contractor with certificates of insurance evidencing the coverage.

Hospital agrees to give Contractor not less than sixty (60) days' written notice of its intent to cancel such insurance and agrees to promptly notify Contractor in writing of any other cancellation, reduction, or material change in the amount or scope of any coverage under the policy.

6. BOOKS AND RECORDS.

6.1. Medical Records and Claims. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to prepare and maintain a complete medical record on a timely basis for each Hospital patient to whom Contractor, Physician(s) or Allied Health Professional(s) provide Professional Services. This medical record shall be made on forms provided by Hospital. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to maintain financial books and records, and all medical records and charts, in accordance with industry standards, and in compliance with all state and federal laws and regulations, the regulations and requirements of the voluntary accrediting institutions (including, without limitation, The Joint Commission) in which Hospital participates, and the Medical Staff Bylaws and Hospital Rules and Regulations. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to maintain and provide all such books, records and charts to patients and Hospital, and to state and federal agencies, as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local law and regulation and with contracts between Hospital and third party payors. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to cooperate with Hospital to complete such claim forms for Department patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to retain its/their records and information for at least six (6) years after the termination of this Agreement.

6.2. Access to Contractor Books and Records.

6.2.1. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to, in connection with the subject of this Agreement, cooperate fully with Hospital, by, among other things, maintaining and making available all necessary books, documents and records, in order to assure that Hospital will be able to meet all legal requirements and all requirements for participation and payment associated with private, federal, state, or other public third party payment programs, including without limitation, Section 1861(v)(1)(I) of the federal Social Security Act, as amended.

6.2.1.1. Until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, Contractor shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder. If Contractor carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontracting organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their

duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.2.2. If Contractor is requested to disclose books, documents or records pursuant to this Section, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records, during regular business hours of Contractor.

7. CONFIDENTIALITY

7.1. Agreement Confidential. This Agreement is personal and confidential between the Parties, and the Parties hereto shall not release information concerning this Agreement to any person without the consent of the other Party. This prohibition against release of information shall not apply to any information required to be released by contracts existing as of the date of this Agreement, or to fiscal intermediaries, public agencies or commissions with government powers and duties related to disclosure of information having the right to compel disclosure of such information, nor to any information otherwise compelled to be released by process of law, nor to any information required to be disclosed to Hospital's representatives or others in connection with Hospital's tax exempt bonds or other financing transactions.

7.2. Medical Staff and Committee Records. All records, files, proceedings and related information of Contractor, Hospital and the Medical Staff and its committees pertaining to the evaluation and improvements of the quality of patient care at Hospital shall be kept strictly confidential by Contractor and Hospital. Contractor shall not, and shall cause each Physician and Allied Health Professional not, to voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Hospital.

7.3. Patient Records. Any and all patient records and charts produced as a result of either Party's performance under this Agreement shall be and remain the property of Hospital. Both during and after the term of this Agreement, Contractor, or its agents, shall be permitted to inspect and/or duplicate, at Contractor's expense, any individual chart or record to the extent necessary to meet its professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by it, Physician(s), Allied Health Professional(s) or its agents pursuant to this Agreement.

7.4. Trade Secrets. Contractor acknowledges and shall cause each Physician and Allied Health Professional to acknowledge that in connection with its/his/her performance under this Agreement, Contractor, Physician(s) and Allied Health Professional(s) may or will have access to and the use of confidential information and trade secrets (the "Confidential Information") of Hospital related to the Department and its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information, Contractor

agrees that neither it nor any Physician or Allied Health Professional will, after the date of this Agreement and for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, use such information (except in connection with the performance of its/his/her duties hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of the Hospital President and CEO or his/her designee.

8. COMPLIANCE WITH HOSPITAL STANDARDS

8.1. Corporate Responsibility Program. Contractor expressly agrees and shall cause each Physician and Allied Health Professional to expressly agree that Hospital's Corporate Responsibility Program, as adopted and amended from time to time (the "**Compliance Program**"), shall be incorporated herein and made a part of this Agreement. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to comply with such Compliance Program at Contractor's sole cost and expense. Without limiting the foregoing commitment to comply with Hospital's Compliance Program, Contractor agrees that:

8.1.1. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to comply with all applicable federal and state laws and regulations;

8.1.2. Contractor shall and shall cause Physician(s) and Allied Health Professionals to cooperate with Hospital corporate compliance audits, reviews and investigations which relate to Contractor and/or any of the services provided by Contractor, Physician(s) or Allied Health Professional(s) under this Agreement (including, without limitation, providing any and all Contractor documents and/or information with respect to Contractor, Physician(s), Allied Health Professional(s) and Contractor activities under this Agreement);

8.1.3. If requested by Hospital, Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to participate in corporate compliance-related seminars and educational programs sponsored by Hospital; and

8.1.4. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to comply with and not do or cause to be done any act or omission which in any way conflicts with or violates the standards of conduct (the "**Standards of Conduct**") which are part of Hospital's Compliance Program.

9. COMPLIANCE WITH LAWS

9.1. Generally. Contractor shall comply and shall cause Physician(s) and Allied Health Professional(s) to comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Hospital, physicians, allied health professionals and/or this Agreement, including Medicare and Medicaid laws, rules and regulations and all hospital and professional licensure and reimbursement laws, regulations, rules and policies.

9.2. Nondiscrimination. Contractor shall not and shall cause Physician(s) and Allied Health Professional(s) not to differentiate or discriminate in the provision of medical services to patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual

orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of Hospital with respect to such matters.

9.3. Anti-Referral Laws. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to Hospital. Any consideration specified in this Agreement is consistent with what the Parties reasonably believe to be fair market value for the Services provided. Contractor acknowledges and shall cause Physician(s) and Allied Health Professional(s) to acknowledge that it/they are subject to and must comply with certain federal and state laws governing referral of patients, as may be in effect or amended from time to time, including but not limited to:

9.3.1. Payments for referrals or to induce the referral of patients (the Medicare/Medicaid Fraud and Abuse Law, Section 1128B of the Social Security Act; and all implementing regulations); and

9.3.2. The referrals of patients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Section 1877 of the Social Security Act; and all implementing regulations).

9.4. Disclosure of Interests.

9.4.1. In order to permit compliance with federal anti-referral statutes and regulations, as amended from time to time, Contractor shall and shall cause Physician(s) to provide Hospital upon execution of this Agreement with information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, Physician, or any of Physician's immediate family members, in any entity providing "designated health services," as that term is defined in the statutes and regulations. This provision is not intended to reallocate any disclosure or reporting requirements imposed upon Contractor or a Physician under any governmental program to Hospital, or to create an assumption of such disclosure obligations on the part of Hospital, and Contractor acknowledges that it and/or each Physician shall have the sole responsibility to fulfill any such, federal and/or state reporting requirements.

9.4.2. Contractor shall immediately inform Hospital of any other arrangements that may present a conflict of interest or materially interfere with Contractor's or a Physician's performance of its/his/her duties under this Agreement. Hospital may exercise its right to terminate this Agreement under Section 10.2.2 or suspend this Agreement under Section 10.3.1 if Contractor or a Physician pursues or engages in conduct that does constitute a conflict of interest or that materially interferes with (or is reasonably anticipated to interfere with) Contractor's or Physician's performance under this Agreement.

9.5. Privacy and Confidentiality. Both Parties shall comply with all federal and state laws governing the confidentiality and privacy of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations. In addition, Contractor and each Physician shall comply with Hospital and Medical Staff policies and procedures regarding patient privacy and confidentiality.

9.6. Changes in Law. In the event there are any changes in Medicaid or Medicare requirements, The Joint Commission accreditation guidelines or requirements, federal or state tax exemption requirements, and/or substantial changes under other public or private health and/or hospital care insurance programs or policies which may have a material effect on the Hospital's operations, Hospital may elect to renegotiate this Agreement. Hospital shall indicate the basis upon which it has determined that such a material impact on its operations may result. In any case where such notice is provided, both Parties shall negotiate in good faith during the thirty (30) day period thereafter in an effort to develop a revised Agreement, which, to the extent reasonably practicable, will adequately protect the interests of both Parties in light of the changes which constituted the basis for the exercise of this provision.

9.7. [*FOR EMERGENCY DEPARTMENT AGREEMENTS ONLY*: Stabilization and Transfer. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to comply with state and federal laws regarding treatment, stabilization and transfers of Hospital patients in the Department, including without limitation the transfer requirements under the Emergency Medical Treatment and Labor Act, and any similar statute or regulation later enacted.]

9.8. [*FOR CLINICAL LABORATORY AGREEMENTS ONLY*: CLIA. Contractor shall and shall cause Physician(s) and Allied Health Professional(s) to comply with the Clinical Laboratory Improvement Act and its implementing regulations, any state laws regarding clinical laboratory operation and personnel.]

10. TERM AND TERMINATION

10.1. Term. The term of this Agreement shall commence on the Effective Date and shall expire on [February 28, 2012], unless sooner terminated or extended as otherwise provided in this Agreement. The term of this Agreement may be renewed by mutual written agreement of the Parties. Notwithstanding the expiration of the stated term of this Agreement, all terms and conditions of this Agreement shall remain effective, in force and applicable in full for an additional period during which the Parties' mutual intent to continue this Agreement is manifested by their conduct, including, but not limited to, the continued performance of services hereunder and payment of consideration for such services in accordance with the terms of Section 3 of this Agreement. In no event, however, shall the term of this Agreement exceed three (3) consecutive years.

10.2. Termination of Agreement. This Agreement shall terminate upon expiration of the term. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

10.2.1. Without Cause. [*FOR EXCLUSIVE AGREEMENTS ONLY*: After the initial twelve (12) months of the term, either Party shall have the right to terminate this Agreement, without cause or penalty, by giving no less than [ninety (90)] days' written notice to the other Party.] [*FOR NON-EXCLUSIVE AGREEMENTS ONLY*: Either party may terminate this Agreement, without cause or penalty, by giving no less than [ninety (90)] days' written notice to the other Party.] In the event of any such termination, the Parties shall not enter into another agreement with each other for the same services as are provided hereunder for a period

of one (1) year after the later of the initial Effective Date or the effective date of the most recent amendment to this Agreement.

10.2.2. For Breach. Either Party may terminate this Agreement in the event of the other Party's breach hereof by giving thirty (30) days' prior written notice of the general nature of such breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event that the breaching Party cures the breach, to the satisfaction of the non-breaching Party, within fifteen (15) days of the receipt of such notice (the "Cure Period"). Without limitation, any failure to provide the Professional Services or Administrative Services in accordance with Section 1 (Contractor and Physician Obligations) or to maintain compliance with the provisions in Sections 3 (Billing and Compensation), 5 (Insurance), 6 (Books and Records), 7 (Confidentiality), 8 (Compliance with Hospital Standards) and 9 (Compliance with Laws) shall constitute a material breach of this Agreement.

10.2.3. Immediately. Notwithstanding any other term or provision of this Agreement, Hospital may terminate this Agreement immediately by giving written notice to Contractor, upon the occurrence of any one or more of the following events:

10.2.3.1. Hospital determines in good faith that any aspect of the performance by or on behalf of Contractor or any Physician or Allied Health Professional providing services under this Agreement endangers patient safety or will subject Hospital to ill repute.

10.2.3.2. Any Physician or Allied Health Professional providing services under this Agreement fails to maintain compliance with all of the qualifications, covenants, provisions, representations and warranties set forth in Sections 1.3 (Physician Qualifications), 1.5 (Allied Health Professional Qualifications), 5 (Insurance), 8 (Compliance with Hospital Standards) and 9 (Compliance with Laws).

10.2.3.3. Contractor or any Physician or Allied Health Professional providing services under this Agreement is convicted of a crime punishable as a felony or involving moral turpitude.

10.2.3.4. Contractor (a) commences a voluntary case under the Bankruptcy Code; (b) has filed against it a petition commencing an involuntary case under the Bankruptcy Code that shall not have been dismissed within sixty (60) days after the date on which such petition is filed; (c) seeks relief as a debtor under any applicable law, other than the Bankruptcy Code, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or consents to or acquiesces in such relief; (d) has entered against it an order by a court of competent jurisdiction (i) finding it to be bankrupt or insolvent, (ii) ordering or approving its liquidation or reorganization as a debtor or any modification or alteration of the rights of its creditors or (iii) assuming custody of, or appointing a receiver or other custodian for, all or a substantial portion of its property; (e) makes an assignment for the benefit of, or enters into a composition with, its creditors, or appoints, or consents to the appointment of, or suffers to exist a receiver or other custodian for, all or a substantial portion of its property; or (f) any similar occurrence reasonably indicating an imminent inability to perform substantially all of its duties under this Agreement.

10.2.3.5. [*FOR EXCLUSIVE AGREEMENTS ONLY*: Any administrative or judicial body adjudicates in favor of the challenging Party in any action challenging the legality of the exclusive right of Contractor to provide Professional Services to Hospital patients under this Agreement.]

10.2.4. Unable to Develop Revised Agreement. In the event the Parties are unable to develop a revised Agreement in accordance with Sections 3.5 (Changes in Rules & Regulations) or 9.6 (Changes in Law), either Party may elect to terminate this Agreement upon [thirty (30)] days' written notice to the other Party.

10.2.5. Department Changes. In the event a Department is eliminated or there is a material change in service levels of the Department during the term of this Agreement, Hospital shall provide Contractor with notice of such change in services, and the Parties shall promptly meet and confer to negotiate in good faith revised terms to this Agreement that are mutually agreeable and practicable to permit the continued provision of necessary Professional Services and Administrative Services in the Department. If such negotiations fail to result in mutually satisfactory amendment within [forty-five (45)] days of Contractor's receipt of notice provided hereunder, either Party may thereupon terminate this Agreement by providing [thirty (30)] days' notice of termination to the other.

10.2.6. Legal Counsel. In the event legal counsel for either Party advises that this Agreement or any practices which could be, or are, employed in exercising rights or providing Professional Services or Administrative Services under this Agreement pose a material risk of violating any legal requirements, including without limitation those referenced in Section 9 (Compliance with Laws) or any legal requirement related to Hospital's tax-exempt status or tax-exempt bond financing, the Parties in good faith shall undertake to revise this Agreement, in accordance with Section 12.10, to comply with such legal requirements. In the event the Parties are unable to agree upon the revised terms within [thirty (30)] days thereafter, either Party may terminate this Agreement immediately upon written notice to the other.

10.2.7. Effect of Termination.

10.2.7.1. Upon expiration or termination of this Agreement, neither Party shall have any further obligation hereunder except for (a) obligations due and owing which arose prior to the date of termination and (b) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement.

10.2.7.2. If Hospital provides Contractor (including any Physician or Allied Health Professional) with office space for purpose of providing services under this Agreement, upon expiration or termination of this Agreement, and upon Hospital's request, Contractor (including any Physician or Allied Health Professional), shall immediately vacate the Hospital and the Department premises, removing at such time any and all of Contractor's personal property. Hospital may remove and store, at Contractor's expense, any personal property that has not been so removed.

10.2.7.3. Following the expiration or termination of this Agreement, Contractor shall not and shall cause each Physician and Allied Health Professional not to do

anything that might interfere with any Hospital efforts to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between Hospital and any entity or person who may replace Contractor.

10.2.7.4. Termination of this Agreement by Hospital shall not provide Contractor or any Physician or Allied Health Professional the right to a fair hearing or the other rights more particularly set forth in the Medical Staff Bylaws.

10.3. Suspension of Agreement.

10.3.1. Hospital may suspend this Agreement in order to permit Hospital, its employees and agents to conduct any review of any ethical, clinical, compliance-related, quality- or patient care-related matter. In lieu of termination of this Agreement under Section 10.2, Hospital may suspend this Agreement for any reason provided under Sections 10.2.2 or 10.2.3.

10.3.2. Suspension of the Agreement shall take effect upon receipt of notice by Contractor in writing or orally; if given orally, Hospital shall confirm oral notice promptly in writing. Suspension shall remain in effect until the rights and duties of Contractor under this Agreement are reinstated by Hospital by written notice to Contractor. If the Agreement remains suspended for sixty (60) consecutive days, the suspension shall be treated as the termination of the Agreement without cause for all purposes of this Agreement.

10.3.3. Effect of Suspension.

10.3.3.1. Any period of suspense pursuant to this Section 10.3 shall be referred to as a "Suspension Period".

10.3.3.2. During the Suspension Period, Hospital shall be relieved of all of its duties and obligations under this Agreement, including, without limitation, any obligation to make payment for services rendered by Physician(s) or Allied Health Professional(s) or to make available any Department space, supplies or support staff to Physician(s) or Allied Health Professional(s).

10.3.3.3. In the event that Hospital determines, in its sole discretion, to terminate the Suspension Period and reinstate this Agreement, Hospital shall have no obligation to pay Contractor any amounts that would have been owed under this Agreement (for services rendered by Physician(s) or Allied Health Professional(s) during the Suspension Period) had there been no Suspension Period.

10.4. Damages Upon Termination or Suspension. In the event of any breach, suspension or termination of this Agreement by Hospital that is determined to be improper by a court of competent jurisdiction or by a binding arbitration award, Contractor shall accept monetary damages, if any, as full and complete relief, to the exclusion of any injunctive or similar relief.

10.5. Survival. The provisions of Sections 1.12, 1.15, 1.16, 1.18, 3, 5, 6.2, 7, 8, 10.2.7, 10.4, 10.5 and 11 shall survive termination of this Agreement.

11. DISPUTE RESOLUTION

11.1. Special Meeting. Except as set forth in Section 11.6 below, in the event of any dispute or disagreement between the Parties with respect to this Agreement, either Party may request in writing a special meeting for the resolution of the dispute (a “**Special Meeting**”). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

11.2. Mediation. If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting or within forty-five (45) days of the written request for the Special Meeting, either Party may initiate mediation of the dispute by sending a written request for mediation to the other Party. The Parties shall jointly select an independent and neutral person qualified to act as a mediator. The mediation proceeding shall commence not more than thirty (30) days after the written request for mediation. The mediation shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so. Unless the Parties otherwise agree, all fees and expenses of the mediation shall be borne equally by the Parties.

11.3. Arbitration. If the Parties are unable to reach a mutually acceptable resolution to the dispute within thirty (30) days following an initial mediation conference or within forty-five (45) days following the written request for mediation, the matter shall be submitted to arbitration. Either Party may commence arbitration by giving a written notice to the other Party demanding arbitration. There shall be one (1) impartial arbitrator, who shall be experienced in arbitration and knowledgeable regarding the health care/health related services industry. The Parties shall jointly select a single arbitrator. If the Parties cannot reach agreement as to a mutually acceptable arbitrator within ten (10) days after the demand to arbitrate is made, they shall request that an arbitrator be chosen by JAMS/Endispute, Inc.

11.4. Hearing. The arbitration process shall consist of an adversary hearing and each Party shall have the right to call and cross-examine witnesses under oath and to introduce oral and documentary evidence. The arbitration hearing shall take place in Atlanta, Georgia and shall be governed by the rules of [_____]. The decision of the arbitrator shall be final and binding.

The arbitration shall commence within one hundred and eighty (180) days after the appointment of the arbitrator, unless the arbitrator is unavailable during that period, and in that event, it shall commence as soon as possible thereafter. In the event the arbitration does not commence within this time period, the Party demanding arbitration shall be able to pursue all legal remedies, including without limitation bringing an action regarding the dispute in a court of law.

11.5. Good Faith Finding. The arbitrator, in addition to resolving the dispute, shall make a finding whether the Parties to the arbitration acted in good faith. If the Parties are found

by the arbitrator to have acted in good faith, both Parties shall equally share in the expenses and fees of the arbitration. However, if one Party is found not to have acted in good faith, that Party alone will bear the expenses and fees of the arbitration, including attorneys' fees for both Parties.

11.6. Injunctive Relief. Notwithstanding the provisions of this Section 11 and except as provided in Section 10.4 above, each of the Parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

11.7. Costs. In the event a court action is brought to enforce or interpret any part of this Agreement, the prevailing Party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees, as determined by the court.

11.8. Waiver of Jury Trial. To the extent not prohibited by applicable law which cannot be waived, each of the Parties hereby waives, and covenants it will not assert (whether as plaintiff, defendant, or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, cause of action, action, suit or proceeding arising out of or based upon the Agreement or the subject matter thereof, in each case whether now existing or hereafter arising and whether in contract or tort or otherwise. Any Party may file an original counterpart or a copy of this Section with any court as written evidence of the consent of each of the Parties to the waiver of its right to trial by jury.

12. MISCELLANEOUS PROVISIONS

12.1. Notices. Written notice required under this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the Parties at the following addresses (or such address as may hereafter be designated by a Party by written notice thereof to the other Party):

Contractor	Hospital
<p>[Name or title of person to receive notices] [Name of medical group] [Full address for notices]</p>	<p>President and Chief Executive Officer [Legal name of hospital] [Full address of hospital]</p>

12.2. Obligations of Contractor Personnel. All obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every Physician, Allied Health Professional and to any other physician, partner, shareholder, associate, employee or contractor (collectively, the "**Contractor Personnel**") engaged, retained, employed or contracted by Contractor to assist in the performance of this Agreement. Contractor shall require all Contractor Personnel to comply with all terms and conditions of this Agreement. Upon Hospital's request, Contractor shall obtain from each of the Contractor Personnel a written

acknowledgment and agreement to be bound by the terms and conditions of this Agreement in such form as may be required by Hospital.

12.3. Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full into this Agreement by this reference.

12.4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Georgia, without regard to conflict of law rules.

12.5. Force Majeure. Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, acts of terrorism, disasters, strikes, or any similar cause beyond the control of either Party.

12.6. Catastrophe. In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the facilities untenable but not entirely or substantially destroyed, this Agreement may be suspended by Hospital until such time as Hospital determines that the premises or the facilities shall again be tenable. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either Party upon ten (10) days' written notice to the other; or, in the alternative, this Agreement shall be suspended until such time as Hospital shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein for the use of Department, in the event that Hospital gives written notice to Contractor that it shall erect or otherwise acquire facilities. Nothing in this Agreement shall obligate Hospital to erect or otherwise acquire such facilities.

12.7. Tax Exempt Financing. Notwithstanding anything in this Agreement to the contrary, in the event that the Hospital uses the proceeds of tax-exempt financing, this Agreement shall be amended as may be necessary in order for Hospital to comply with the requirements of such financing so that the services provided under this Agreement are not considered "private activity use" under the Internal Revenue Code. Immediately upon request by Hospital, Contractor shall execute any and all such amendments presented by Hospital and shall return promptly said executed original amendments to Hospital.

12.8. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

12.9. Assignment and Delegation. Contractor shall not assign or delegate any of its rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto. Hospital, in its sole and absolute discretion, shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of Contractor.

12.10. Amendment. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties.

12.11. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the Parties hereto with respect to the subject matter of this Agreement.

12.12. Cross Reference of Agreements. Hospital and Contractor acknowledge and agree that this Agreement and any other agreement or arrangement between (a) Hospital and (b) Contractor, Physician or any immediate family member of Physician shall be cross-referenced to a master list of contracts that is centrally maintained and updated by Hospital. For the purposes of this Section, “immediate family member” means a husband or wife; birth or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

12.13. Captions. Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

12.14. Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

12.15. No Third Party Rights. The Parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any Party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either Party by any person or entity not a Party to this Agreement.

12.16. Counting Days. If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday, then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first business day following such Saturday, Sunday, or legal holiday.

12.17. Construction of Agreement. The Parties agree that each Party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein.

12.18. Waiver. No delay or omission by either Party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

12.19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first above written.

[LEGAL NAME OF HOSPITAL]

By: _____

[Type name of signatory]

Its: President and Chief Executive Officer

[LEGAL NAME OF CONTRACTOR]

By: _____

[Type name of person authorized to sign on behalf of Contractor]

Its: [Type title of person authorized to sign on behalf of Contractor]

EXHIBIT A

DESCRIPTION OF SERVICES

ADMINISTRATIVE SERVICES

Contractor shall cause Medical Director to:

1. [Specify all duties in detail ...]
2. [provide an annual evaluation, in writing, to Hospital administration outlining the Department's (i) strategic goals in the prior year in the areas of (a) quality, (b) patient safety and (c) improved efficiency; (ii) outcomes of each strategic goal; (iii) actions proposed to address any goals not met; and (iv) goals and objectives for the subsequent contract year.]
- 3.

PROFESSIONAL SERVICES

Contractor shall cause Physician(s) to:

1. [Specify all duties in detail ...]
- 2.
- 3.

Contractor shall cause Allied Health Professional(s) to:

1. [Specify all duties in detail ...]
- 2.
- 3.

PERFORMANCE STANDARDS

1. [Insert performance standards]

EXHIBIT B

LIST OF PHYSICIANS AND ALLIED HEALTH PROFESSIONALS

APPROVED TO PROVIDE PROFESSIONAL SERVICES

PHYSICIANS

1. [List full names of all physicians approved by Hospital to perform professional services]
- 2.
- 3.

ALLIED HEALTH PROFESSIONALS

1. [NONE – or - List full names of all allied health professionals approved by Hospital to participate in delivery of professional services]
- 2.
- 3.

EXHIBIT C

PHYSICIAN INVOICE/TIME SHEET FORM

Administrative Services

_____, M.D. (“**Physician**”) provided the following services on behalf of _____ (“**Contractor**”) during the month of _____ (date and year). *Use as many sheets as necessary.*

	Services Provided (please list specific activity performed)	Date	Hours
1.	Medical Staff CME Activities		
	_____	_____	_____
	_____	_____	_____
2.	Hospital Staff Education & Training		
	_____	_____	_____
	_____	_____	_____
3.	Clinical Supervision		
	_____	_____	_____
	_____	_____	_____
4.	Quality Improvement Activities (committees, case review, etc.)		
	_____	_____	_____
	_____	_____	_____
5.	Administration Activities		
	_____	_____	_____
	_____	_____	_____
6.	Community Education		
	_____	_____	_____
	_____	_____	_____
7.	Medical Management Activities		

8. Compliance Activities

9. Other

I certify to the best of my knowledge that the activities described above are directly related to the administrative services agreement that I have with the hospital and that I have not billed the Medicare program separately for any of the duties and responsibilities described above.

Physician Signature _____

Total Hours: _____

Approved by:

Hospital Representative _____

Date: _____

EXHIBIT D

FEE SCHEDULE FOR PROFESSIONAL SERVICES

See attached.

EXHIBIT E
CERTIFICATES OF INSURANCE COVERAGE

See attached