

# Physician Independent Contractor Agreement

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (this "Agreement") is made effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **Care Medical, Inc.**, with address at **4242 Brunswick Avenue, Los Angeles, California, 90045** (hereinafter the "Principal") and \_\_\_\_\_ with address at \_\_\_\_\_ (hereinafter the "Contractor").

**WHEREAS**, the Principal desires to employ the Contractor, in the practice of medicine specializing in \_\_\_\_\_;

**WHEREAS**, The Contractor desires to work as a medical practitioner for the Principal in the aforesaid capacity;

**WHEREAS**, the Principal and the Contractor agree to enter this Agreement setting forth in writing the terms and conditions herein.

**NOW, THEREFORE, FOR** and in consideration of the foregoing premises, there Parties is hereby agreed as follows:

## REPRESENTATIONS

Contractor represents that he/she is a duly licensed medical practitioner under the specialization of \_\_\_\_\_ where he/she shall be required to perform his/her duties pursuant to this Agreement, under the jurisdiction of the State of \_\_\_\_\_. Independent Contractor also represents that he is not currently subject to any professional disciplinary proceeding of any state or federal authorities or to any disciplinary action of any hospital or other hospital facility in any jurisdiction.

## TERM OF AGREEMENT

This Agreement shall take effect and shall employ the Contractor on the date of effectivity of this Agreement. Principal shall employ the Contractor further agree that such employment shall continue until either party terminates the Agreement expressly made in writing.

## DUTIES OF INDEPENDENT CONTRACTOR

- A. Contractor shall undertake and assume the responsibility of performing professional medical services under the field for which the Contractor is hired.
- B. Contractor shall conform to the standards of professional ethics required by the Company that should relate to the standards and branding of said company.
- C. Contractor agrees to conduct himself/herself in a competent and professional manner in carrying out the duties of his/her work.
- D. Contractor agrees to abide to the rules, regulations and any other policies and procedures established by the Principal.
- E. Comply in obtaining the required Continuing Medical Education ("CME") in compliance with state license requirements in all states in which the Independent Contractor is licensed to practice medicine at the time of this Agreement or in which the Independent Contractor becomes licensed to practice during the term of this Agreement. Upon request by Principal, Independent Contractor shall provide a copy of the CME certificate to the Principal or its designee.

## **NON-SOLICITATION**

Contractor hereby agrees that during the term of this Agreement, and for twenty-four (24) months after the termination of such, Contractor shall not directly or indirectly solicit, induce, persuade any staff or contractor of the Principal to commit any activity resulting in breach with the Principal or any activity that is detrimental to the interest of the Principal.

## **PATIENT RECORDS AND NON-DISCLOSURE**

Contractor shall maintain the confidentiality of medical records and other information that is required of said Contractor to be as such under the standard medical practices and as otherwise required by Principal. It is understood by Contractor that all medical records under the possession of the Principal are properties of said Principal. Contractor, therefore, agrees that Contractor shall not, during the term of this Agreement, disclose any information relating to the Principal to any other person or entity in relation to the Principal.

## **COMPENSATION AND BENEFITS**

Contractor shall receive as compensation the amount(s) of \_\_\_\_\_ per \_\_\_\_\_. Principal shall likewise make available to the Contractor the benefits that the Principal provides to all staff and contractors, which may be amended from time to time.

## **FEES FOR MEDICAL SERVICES**

Contractor shall have no ownership interest in any amounts owned or collected for medical services performed by the Contractor within the premises of the Principal pursuant to this Agreement. Contractor hereby assigns to the Principal, its subsidiaries, and affiliates, all amounts collected and owned by Principal for medical services performed by Contractor. Upon request of Principal, Contractor shall execute and deliver records, instruments, and other documents necessary for proof of collection of billing and other fees owed by patients.

## **INSURANCE**

Principal shall be responsible for procuring professional malpractice insurance for the Contractor limited to the activities of the Contractor.

## **TERMINATION AND SUSPENSION**

The Parties agree that any Party may cause the termination of this Agreement by serving a resignation/termination with 60 (sixty) days notice;

Immediate termination may be caused by the Principal in the following circumstances:

1. Conviction of Contractor of any crimes involving moral turpitude;
2. Acts of Contractor's dishonesty with respect to the duties and obligations to the business and affairs of the Principal;
3. In the event that Contractor shall be unable to perform their duties under this Agreement;
4. In the event that the Principal shall no longer provide services which Contractor is employed.

Contractor may be suspended for the following:

1. Any causes which Contractor's license to practice has been revoked by the State's medical authority;
2. Failure or refusal of Contractor to perform their duties as contemplated in this Agreement;
3. The finding of the Principal or State authority over which the Conduct of which are unprofessional, unethical, immoral or fraudulent.

### **ASSIGNMENT**

No part of this Agreement shall inure the benefit of the Contractor's assigns, beneficiaries, heirs, or legal representatives without the Principal's prior written consent, except as to designation by Contractor a beneficiary to receive any benefit payable hereunder upon the death of the latter, or for the assigns, executors, administrators, or any other legal representative to represent Contractor or Contractor's Estate.

### **AMENDMENT**

No amendment or modification to this Agreement shall be made effective and enforceable unless or until such is made in writing and signed by the parties hereto.

### **CONFIDENTIALITY**

For the purpose of this Agreement, Confidential Information shall mean any information of the Principal, owned by them or acquired through the service activity provided by the latter, including business methods, fees, trade secrets, patient records, medical abstracts, and other management methods which are not publicly known. The Contractor shall not disclose any information to be deemed confidential without the Principal's express written consent. The foregoing notwithstanding, in the event that the Contractor is legally compelled or required by any competent authority to disclose any such confidential information, it shall promptly notify the other party so that the latter may be able to seek protection order or avail itself of other appropriate remedies and/or waive compliance with the provisions hereof. The provisions of this section shall survive the termination of this Contract for whatever reason.

### **WAIVER**

The failure of any party to demand their right to exercise compliance in this Agreement shall not constitute as waiver by said party. Any waiver by any party to any breach constituted by the other must be made in writing and signed by the party waiving such right.

### **ARBITRATION**

The parties hereby agree to submit all disputes and controversies arising from this Agreement by arbitration. The arbitrator shall be selected by both Parties and the arbitration shall be conducted pursuant to the National Health Lawyers Association Alternate Dispute Resolution Service Rules of Procedure for Arbitration and pursuant of the rules and auspices of the American Arbitration Association; provided that such dispute or controversy is within the bounds of conflicts with Nation Health Lawyers Association Alternate Dispute Resolution Service Rules of Procedure for Arbitration. The arbitrator's authority shall be limited to the strict interpretation of its terms of this Agreement. Any resolution by the arbitrator may be reviewed by the court of competent jurisdiction.

### **GOVERNING LAW**

The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State\_\_\_\_\_.

### **SEVERABILITY**

Should any of the provisions of the Agreement be determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, unenforceability, or illegality shall only affect the said provision, and the remaining provisions hereto shall remain valid, legal, and enforceable.

**COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**TAX WITHHOLDING**

Principal may withhold taxes payable by Contractor hereunder where such is reasonably determined by Principal as necessary for the compliance with federal and state revenue laws.

**NO EMPLOYER-EMPLOYEE RELATIONSHIP**

Contractor is not an employee, and shall at all times remain responsible for payment of all taxes due to him as a professional with taxing authorities.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement under seal as of the day and year first above written.

**Signature of Principal**

**Signature of Contractor**

\_\_\_\_\_

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