

XYZ HOME HEALTH AGENCY, INC.

MEDICAL DIRECTOR AGREEMENT

XYZ HHA, Inc. (herein "agency") and Dr. _____ (herein "Medical Director") enter into this agreement on this, the _____ day of _____, _____.

WHEREAS Agency is a home health agency as defined in 42 U.S.C.A. Section 1395x(o); and WHEREAS Medical Director is a qualified Medical Director licensed in the State of Florida; and

WHEREAS Agency desires to use the services of Medical Director to provide services; and

WHEREAS Medical Director desires to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services:

(a) Medical Director shall provide overall medical leadership for the Agency's operations

(b) Medical Director shall provide medical direction and guidance for the nursing, and treatment staff, including participation in the MR and QI committee meetings as appropriate

(c) Medical Director serves as a liaison to local medical staff as necessary

(d) Medical Director assists in the resolution of medical care problems between unit staff and physicians

(e) Medical Director works cooperatively with the Agency's clinical director and is available for consultation regarding medical/nursing patient care issues

(f) Medical Director serves as a member of the Professional Advisory Board of the Agency

(g) Medical Director shall be available for consultation regarding such things as health services for Agency staff, Universal Precautions and Infection Control.

2. Terms and Conditions: This agreement shall be for a term of one (1) year from the effective date above the signature line; provided, however, that this Agreement shall terminate automatically and immediately upon the revocation, suspension, termination or expiration of Medical Director professional license, or upon the occurrence of any circumstance that would legally, mentally, or physically prevent Medical Director from performing services under this Agreement. In the event this contract is cancelled by mutual agreement before the full one-year term has passed, the parties shall not enter into another medical director contract until the full one-year term period has passed.

3. Independent Contractor: Medical Director agrees to perform the services hereunder as an independent contractor with discretion and control over the furnishing of services provided for herein where such discretion and control are not otherwise preempted by terms of this Agreement.

4. Fee for Services: Medical Director shall receive a fair market value fee of \$_____ per hour for services rendered. This fee cannot be raised during the term of this Agreement. Furthermore, Medical Director shall submit detailed invoices which describe the work performed, the dates on which that work was performed, and the duration of that work before payment is made.

5. Complete and Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and there are no representations, warrants, or prior understandings except as expressly set forth herein. There is no obligation, of whatever nature, on either party, to refer patients to the other party.
6. Titles Not Controlling. The titles contained in this document are for the convenience of the parties only and shall not have binding effect.
7. Indemnification. Medical Director shall be indemnified against all expenses, penalties, and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any claim, demand, action, or proceeding, whether civil or criminal, or in connection with any settlement thereof to which he may be made a party, or in which he may become involved, by reason of his being or having been Medical Director, whether or not he is Medical Director at the time such expenses, penalties, or liabilities are incurred.
8. State Law and Jurisdiction. To the extent not preempted by Federal Law, this agreement shall be construed in all respects under the Laws of the State of Florida and the parties hereto consent to the jurisdiction of the State and/or Federal Courts located within the State of Florida. If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. The effective date of the Agreement shall be the _____ day of _____, _____.

Medical Director

Witness

XYZ HHA, Inc.

Witness
