

PROFESSIONAL AND MEDICAL DIRECTOR SERVICES AGREEMENT

For the services of _____ **[insert physician name, specific specialty service and/or TUMG department]**

THIS AGREEMENT is dated as of _____, 20__ (the “Effective Date”) by and between the Administrators of the Tulane Educational Fund, on behalf of Tulane University Medical Group (“collectively, TUMG”), a Louisiana nonprofit corporation with a principal office at 1430 Tulane Avenue, New Orleans, Louisiana 70112 and _____ (the “Practice”) with a principal office at _____ (collectively, TUMG and the Practice are referred to herein as the “Parties” and each is a “Party”).

WHEREAS, the Practice owns and operates _____ (name of Facility) located at _____ which [is]/[are] located on Exhibit A (the “Facility”);

WHEREAS, Practice desires the assistance of _____ who can provide professional and medical director services to the Practice and its patients;

WHEREAS, TUMG desires to increase the access of patients to medical care by placing specialized physicians in community settings, and is willing to make one or more of its physicians available to Practice to provide professional medical services and medical director services in accordance with the terms set forth below; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

1. SCOPE OF THE AGREEMENT:

- 1.1. The Engagement. The Practice hereby engages TUMG to make available to the Practice, on an independent contractor basis, the services of TUMG physicians specializing in _____ (collectively, the “Physicians” and each is a “Physician”) to provide Professional Services (defined below in Exhibit B) and Medical Director Services (defined below in Exhibit B) to the Practice and its patients at the Facility identified on Exhibit A. Those Physicians who will provide Professional Services as of the Effective Date are listed in Exhibit A attached hereto. TUMG shall designate one Physician to act as the medical director (“Medical Director”) and provide Medical Director Services in accordance with the terms of this Agreement. TUMG may substitute a Physician(s) with the prior consent of Practice. Such consent shall not be unreasonably withheld.
- 1.2. The Services. Subject to the requirements of Article 2 of this Agreement, TUMG shall make available to the Practice the services of TUMG Physician(s) to provide

Professional Services and Medical Director Services (collectively the “Services”) listed on Exhibit B.

2. RESPONSIBILITIES OF THE PRACTICE:

- 2.1. Coordination of Professional Services. The Practice shall coordinate the delivery of Professional Services provided to patients by the Physicians under this Agreement. The Practice shall, at its sole expense, schedule patients to be seen by the Physician(s). Except as explicitly provided for herein, the Practice shall be solely responsible for all costs associated with the provision of Professional Services by the Physician(s) pursuant to this Agreement, including the cost, if any, associated with obtaining and maintaining privileges at the Facility(ies) which are specified in Exhibit A to this Agreement and credentials with respect to managed care organizations with whom the Practice contracts.
- 2.2. Space, Equipment, Scheduling Patients. The Practice shall, at its expense and consistent with its budget and financial capabilities and mission, make available at the Facility and to Physician(s) space, equipment and supplies adequate for the provision of the Services. The Practice shall furnish clerical and transcription services to the Physician(s) solely for use by the Physician(s) in performing the Services described in this Agreement.
- 2.3. Ancillary Personnel. The Practice shall retain, and make available to Physician(s), qualified non-physician professional, technical and clerical personnel, whether contracted or employed (“Ancillary Personnel”) for the provision of the Services. Such Ancillary Personnel shall not be deemed to be employees of TUMG for any purpose. The Practice shall be solely responsible for the payment of the salary, social security, workers’ compensation and other employee benefits of any kind for the Ancillary Personnel. Practice shall be responsible for any liabilities of its employees, including contracted Ancillary Personnel of the Practice.
- 2.4. Compliance with Laws. The Practice shall be solely responsible for complying with all applicable laws, regulations and ordinances, including, without limitation, all such laws, regulations and ordinances associated with environmental compliance, including arrangements for the proper disposal of hazardous waste.
- 2.5. Access. The Practice will permit TUMG and the authorized representatives of TUMG, during normal business hours and as often as reasonably requested, to visit and inspect, at the expense of TUMG, the site, including its books, records and patient records, for purposes of monitoring the quality and amount of Services rendered by the Physicians pursuant to this Agreement.
- 2.6. Notice. The Practice shall promptly notify TUMG and Physician(s) in writing of: (i) any dissatisfaction or complaint with Services or any actual or potential variance from this Agreement (collectively “Complaint”) and allow reasonable opportunity for TUMG and/or Physician(s) to cure or respond to any such Complaint; (ii) any potential or actual claim or lawsuit against Practice, TUMG or Physician(s) arising from or associated with this Agreement and/or Services, and (iii) any proceeding, investigation, inquiry

governmental or regulatory agency that may arise from, be associated with or have bearing on this Agreement and/or Services ("Inquiry"). TUMG and/or Physician(s) shall be given an opportunity to fully participate in any investigation, analysis and/or response to such Inquiry, and (iv) other action or event commenced or threatened against the Practice which, if adversely determined, would result in a material adverse change in the condition or business, financial or otherwise, of the Practice and of any facts that come to the Practice's attention that might materially affect the operation of the Facility or affect the ability of Practice or TUMG to properly carry out the terms and conditions of this Agreement.

- 2.7. At least seven business days before the Effective Date, Practice shall provide to TUMG and Physician(s) a copy of Practice Bylaws and/or Rules and corporate compliance program, if any, attached hereto as Exhibit D. (**Note: Alternatively, cite the precise name of bylaws or Practice's equivalent name**). Practice shall provide reasonable written notice to TUMG and Physician(s) of any change to its bylaws, rules and/or corporate compliance program.

3. RESPONSIBILITIES OF TUMG:

- 3.1. Services. During the term of this Agreement TUMG shall assign to Practice Physician(s) with the qualifications set forth in paragraph 4 herein. Physician(s) shall dedicate a [minimum of [____] hours per week (for a total of [____] hours per year)] to the provision of Medical Director Services and [____] hours per week (for a total of [____] hours per year)] to the provision of Professional Services.

4. RESPONSIBILITIES OF PHYSICIAN(S):

In order for the Physicians to provide the Services pursuant to this Agreement, TUMG shall cause each Physician to comply with each of the requirements of this Section 4.

- 4.1. Qualifications. Physician(s) shall at all times during the course of this Agreement:

- (a) obtain and maintain professional liability insurance coverage in accordance with Section __ **[insert cross-reference to Physician's insurance]** of this Agreement;
- (b) be board certified or board eligible in _____ **[specialty]**;
- (c) be, and remain, a participating provider in the Medicare and Medicaid programs (Titles XVIII and XIX of the Social Security Act, respectively), and with all third-party payors with which the Practice is now or hereafter becomes affiliated;
- (d) possess a valid and unlimited license to practice medicine pursuant to the laws or the State of [_____];
- (e) possess a valid federal narcotics number;

- (f) meet any and all such other requirements of the Bylaws and Rules and of the Practice as applicable to Medical Director Services or Professional Services, a copy of which shall be provided to TUMG and Physician(s) pursuant to 2.7 herein;
- (g) not be convicted of, nor pled nolo contendere to, any crime; and
- (h) maintain membership in good standing on the medical Staff of the Practice.

4.2. Medical Records. **[To be used if Practice maintains records]** The Physicians shall document all Professional Services to patients in the medical record in accordance with Practice's policies and applicable law. A copy of any such policies shall be provided to Physician(s). All such medical records shall be and remain the property of the Practice; provided, however, that TUMG shall have access to such records as necessary for continuing care for patients who may later be seen by TUMG physicians or for quality or compliance review.

4.3. Medical Records. **[To be used if TUMG maintains records]** The Physician(s) shall document Professional Services to patients in the medical record in accordance with TUMG policies and applicable law. All such medical records shall be and remain the property of TUMG.

4.4. Scheduled Absences. Physician(s) shall provide reasonable advance notice to TUMG and Practice of vacation or other scheduled absent time. Physician(s) shall provide notice as soon as practicable to TUMG and Practice of emergency or unplanned absence. Physician(s) shall communicate directly with Practice in order to establish coverage for Services during absences.

5. PAYMENT FOR MEDICAL DIRECTOR SERVICES:

5.1. Time Records. No later than the [___] day of [each/every third] month following the Effective Date, TUMG shall submit [monthly/quarterly] time records signed by the Medical Director in a form reasonably acceptable to the Practice certifying the numbers of hours spent during the previous period performing Medical Director Services required under this Agreement with a description of such activities.

5.2. Medical Director Services. In full consideration of Medical Director Services provided by TUMG hereunder and upon receipt of the time records required pursuant to Section 5.1, the Practice shall pay TUMG _____ (\$____) per _____, payable in equal [monthly/quarterly] installments. Practice shall remit payment to The Administrators of the Tulane Educational Fund within [___] business days of receipt of the time records for the previous [month/quarter]. Payment shall be sent to the following address:

_____.

6. PAYMENT FOR PROFESSIONAL SERVICES: [To be used if the Practice is billing on behalf of TUMG]

6.1. Compensation.

- (a) In full consideration of all Professional Services provided by Physicians and TUMG hereunder, the Practice shall pay TUMG in accordance with the compensation schedule described in Exhibit C. All payments should be made payable to “Administrators of the Tulane Educational Fund and sent to the following address: _____
- (b) The Practice shall not pay and shall have no responsibility to pay salary, social security, workers compensation, or other employee benefits of any kind to or on behalf of the Physicians. Compensation to Physicians shall be the sole responsibility of TUMG.

6.2. Billing and Collection. The Practice shall have the authority to determine the charges to be established for Professional Services rendered by Physician(s). It is agreed that the Practice, solely, shall bill patients and/or third-party payors and receive any fees or charges for the Professional Services of Physician(s) furnished to patients at the Facility. All bills shall be submitted under the Practice’s Tax Identification Number. The Practice shall be responsible for the accuracy of all bills submitted. The Practice shall also be responsible for completing and filing all forms necessary to facilitate such collections from Medicare, Medicaid, and other third-party payors. The Practice shall defend, indemnify and hold harmless TUMG and Physician(s) for any claim, liability, or loss arising out of the Practice’s billing and collection of such revenues, including the failure by the Practice to complete and file the necessary forms or otherwise to conform to the requirements of any governmental or third-party payor. TUMG shall not bill or seek payment from any patient or third-party payor for any Professional Services rendered by Physician(s) under this Agreement.

6.3. Assignment. TUMG hereby assigns and grants to the Practice, and shall cause each Physician to assign and grant to the Practice, as necessary, the right to bill and collect for all Professional Services rendered by the Physician(s) pursuant to this Agreement, and all accounts receivable and the proceeds thereof arising out of such Professional Services. Upon termination of this Agreement for any reason, all such accounts receivable then outstanding shall be the full and exclusive property of the Practice, and not subject to any claim by TUMG or the Physician(s).

7. PAYMENT FOR PROFESSIONAL SERVICES: [To be used if TUMG is billing for the Professional Services]

7.1. Professional Services. In consideration of the Professional Services, the Practice agrees that TUMG shall have the right to bill and collect the professional component of the Professional Services provided by the Physician(s). TUMG shall bill and collect from patients and third-party payors for the Professional Services. The Practice shall cooperate fully with TUMG in facilitating collections of monies by obtaining current

patient and third-party billing information at the time of each service and providing such information and such forms to TUMG as shall be necessary for TUMG to receive third-party reimbursement. The Practice shall collect the applicable co-payments in the name of and on behalf of TUMG at the time of service. Co-payments shall be paid in the name of TUMG, recorded by the Practice, and forwarded to TUMG no later than the 5th of each month to the following address:_____.

- 7.2. Other Obligations. The Practice shall not pay and shall have no responsibility to pay salary, social security, workers compensation, or other employee benefits of any kind to or on behalf of Physician(s).

8. LIABILITY INSURANCE:

- 8.1. Physician's Insurance. TUMG shall, at its expense, maintain a program of self-insurance and commercial professional liability insurance with limits no less than \$1,000,000 per each wrongful act to insure it and Physician(s) against liabilities arising out of or related to Professional Services rendered under this Agreement. TUMG shall maintain qualification with and participation in the Louisiana Patients' Compensation Fund for itself and its Physician(s). Upon request, TUMG will deliver to Practice a Certificate of Insurance reflecting such insurance coverage and limits prior to commencement of this Agreement. TUMG shall provide, or, with respect to commercial insurance, require its insurer(s) or broker to provide, at least thirty (30) days' prior written notice to the Practice before any material alteration of coverage may take effect.
- 8.2. Practice's Insurance. Practice shall, at its expense, maintain the following insurance policies:
- (a) Commercial General Liability with minimum limits of \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense, personal and advertising injury liability; \$1,000,000 products and completed operations policy aggregate and \$3,000,000 policy general aggregate. The insurance shall be on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition and shall include coverage for products/completed operations and personal injury. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form, including but not limited to additional limitations or exclusions applicable to products and completed operations, contractual liability and XC&U. The Administrators of the Tulane Educational Fund, TUMG and Physician(s) shall be named as an additional insured on this policy and the policy shall be endorsed to provide a full waiver of subrogation in favor of The Administrators of the Tulane Educational Fund, TUMG and its Physician(s).

- (b) Professional Liability insurance with minimum limits of \$1,000,000 per each wrongful act. Practice shall maintain qualification with and participation in the Louisiana Patients' Compensation Fund for itself and its employees.
- (c) Prior to the Effective Date, Practice shall provide TUMG with an insurance certificate evidencing the coverage and limits required under this Agreement, a copy of which is attached hereto as Exhibit E. Practice shall provide at least thirty (30) days' prior written notice to TUMG before any material alteration of coverage may take effect.
- (d) Practice shall ensure that contracted Ancillary Personnel carry the same professional liability and general liability coverage and limits as Practice.

9. INDEMNIFICATION:

Each Party agrees to indemnify, defend, and hold harmless the other Party from any claim, injury, damage, liability, or loss including reasonable attorneys' fees (hereinafter a "Claim") arising out of, related to or resulting from the alleged or actual acts or omissions of the indemnifying Party, or any of its agents or employees or its, or their performance of or failure to perform the Services under this Agreement. Provided, however that the Practice shall indemnify, defend and hold harmless TUMG and Physician from any claim, liability, or loss (including reasonable attorneys' fees) arising out of, related to or resulting from the alleged or actual acts or omissions of Physician: (i) in the performance of Medical Director Services listed in Exhibit B; (ii) in the performance of any act, action or service Practice requests, instructs or demands of TUMG and/or Physician which are not listed under this Agreement ("Practice Requests"); or (iii) for penalties or fines assessed for alleged or actual violations of any federal, state or municipal regulation, rule or law. For purposes of this Section, it is understood that the Physician is not the agent/or employee of the Practice. Each Party shall notify the other immediately in writing of any Claim related to the Services or Practice Requests performed pursuant to this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any Claim arising out of the Services or Practice Requests performed pursuant to this Agreement, provided that nothing shall require either Party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this Section shall survive the termination of this Agreement.

10. PATIENT PRIVACY:

TUMG agrees to maintain, and ensure Physicians maintain, the confidentiality, privacy, and security of patient information to the extent required by law and Practice policy. Without limiting the generality of the foregoing, TUMG agrees to comply, and ensure Physician(s) comply, with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations

promulgated thereunder (collectively, the “HITECH Standards”) with respect to the privacy and security of “protected health information” (as defined by HIPAA) created, transmitted, maintained or received by TUMG or Physicians pursuant to, or in connection with, the performance of TUMG or Physician’s obligations under this Agreement. The Practice shall be responsible for providing patients with a notice of privacy practices that covers Physicians’ rights to access protected health information for patients treated by Physicians at the Facility. The Practice shall be responsible for any compliance obligations pursuant to HIPAA and HITECH Standards with respect to patients treated by Physicians at the Facility under this Agreement. **[For the purposes of this Section only, Physicians shall be considered to be part of the Practice’s workforce.] [The Parties shall execute the Business Associate Addendum attached hereto as Exhibit [] and incorporated herein, in order to ensure compliance with (i) the privacy and security regulations promulgated under HIPAA and (ii) the HITECH Standards.] [Note: It is preferable to use the first option, rather than execute a business associate agreement, if no PHI will be removed from the location.]**

11. TEFRA REQUIREMENTS: [to be used if Practice is a hospital]:

- 11.1. Written Allocation Agreement. Pursuant to 42 C.F.R. § 415.60, TUMG shall cause the Medical Director, at least as often as annually, to enter into a written time allocation agreement with the Practice which sets forth the percentage of his/her total time compensated by the Practice which the Parties anticipate the Medical Director will spend during the next ensuing fiscal year in furnishing the following services: (1) physician services to the Practice, (2) physician services to individual patients of the Practice, and (3) physician activities, such as research, that are not reimbursable under Part A or Part B of Medicare. In the event that Medicare authorities require a different form, TUMG shall cause the Medical Director, upon notification by the Practice, to promptly execute an allocation agreement in the form required by Medicare. It is agreed that the Practice’s determination as to the form required by Medicare shall be binding on the TUMG.
- 11.2. Time Records. TUMG agrees, as a condition for receiving the compensation called for by this Agreement, to cause Medical Director to submit to the Practice time records satisfactory to the Practice which show the nature of the Services performed by the Medical Director and the time actually spent performing them. If the time records kept by the Medical Director pursuant to this section show a materially different allocation than the percentages indicated on the then current written time allocation agreement, TUMG agrees to cause the Medical Director, upon the request of the Practice, to promptly execute a new written time allocation agreement with the Practice which shall reflect the actual time allocations shown by the time records of the Medical Director. It is understood by TUMG that the Practice is required to notify its Medicare Intermediary of any such revisions.]

12. STATUS OF THE PARTIES:

- 12.1. Independent Contractor Status. It is expressly understood and agreed that, in the performance of Services under this Agreement, TUMG and each Physician shall at all

times act as an independent contractor with respect to the Practice, and not as an employee or agent of the Practice. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties or any Physician, or a relationship of landlord and tenant. In no event shall either Party or any Physician be liable for debts or obligations of any other except as otherwise specifically provided in this Agreement.

12.2. Claims for Benefits. No Physician shall have a claim under this Agreement or otherwise against the Practice for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, professional malpractice, or unemployment insurance benefits or other employee benefits of any kind.

12.3. Tax and Withholdings. The Practice agrees that: (a) Physicians will not be treated as employees of the Practice for federal tax purposes; (b) the Practice will not withhold on behalf of Physicians any sums for income tax, unemployment insurance, social security, or any other withholdings pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to employees of the Practice; (c) all of such payments, withholdings, and benefits, if any, are the sole responsibility of TUMG. TUMG agrees to indemnify and hold the Practice harmless from any and all loss or liability arising from its failure to make such payments, withholdings, and benefits, if any. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of any Physician or TUMG, the Parties hereby agree that TUMG and the Practice have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with whom or by whom such discussions or negotiations were initiated.

13. USE OF NAMES AND LOGOS:

The Practice may not use the name, logo or corporate identity of TUMG or Physician for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used; provided, however, that nothing herein shall prohibit any Physician or the Practice from using the Tulane name solely to identify the Physician's status as a current member of the Tulane faculty. The Practice understands and agrees:

- (a) that any use of the Tulane name requires the prior written approval of Tulane;
- (b) that any restrictions on the use of the Tulane name that may be imposed on TUMG by Tulane from time to time shall be applicable to the Practice's use of the Tulane name;
- (c) that the use of the Tulane name by TUMG is subject to termination by Tulane, and that any such termination shall effect a termination of the Practice's right to use the Tulane name; and

- (d) that Tulane or TUMG has the right to terminate, with or without cause, the Practice's right to use the Tulane name upon 30 days' prior written notice to the Practice.

14. INTENT OF THE PARTIES:

Payments made under this Agreement are not intended to be made in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the specific Services described in this Agreement. All payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the Services provided.

15. TERM:

This Agreement shall become effective on the date first written above and shall continue in effect for _____ unless terminated in accordance with Section ____ **[insert cross-reference to Termination]**.

16. TERMINATION:

- 16.1. Without Cause. This Agreement may be terminated by either Party without cause upon sixty (60) days' advance written notice.
- 16.2. For Cause. Upon material breach by either Party of its obligations under this Agreement, the other Party may terminate this Agreement if the breach remains uncured for more than ten (10) days after a Party gives written notice to the other Party of the breach, such notice to be effective upon the date of mailing. If Practice claims a breach under Section 4.1, TUMG may cure the actual or claimed breach by providing a similarly qualified Physician subject to approval by Practice. Such approval shall not be unreasonable withheld.
- 16.3. Automatic. This Agreement will automatically terminate if: (a) Practice's right to participate in Medicare, Medicaid, or any other federal or state health program is terminated for any reason or voluntarily relinquished; (b) Practice's or TUMG's insurance is canceled or non renewed; (c) Practice's license to operate is revoked or suspended; or (d) death or disability of Physician(s) with no similarly qualified TUMG Physician available for substitution.
- 16.4. Force Majeure. This Agreement shall terminate automatically upon the occurrence of a fortuitous event, including occurrences caused by Act of God, which render performance of the Agreement impossible.
- 16.5. Successor Agreement. In the event the Agreement is terminated with or without cause, no successor agreement may be entered into by the Parties during the first year of the initial term.

16.6. Survival. Sections 2.5, 4.2, 12.3, 13 and 18 shall survive termination or expiration of this Agreement.

17. EFFECT OF TERMINATION:

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

17.2. Upon expiration or termination of this Agreement, TUMG shall immediately deliver to the Practice sole custody and total, exclusive, and complete use of all equipment, and supplies, and shall cause each Physician promptly to remove all personal possessions from the Facility.

18. ACCESS TO BOOKS AND RECORDS:

Until the expiration of four (4) years after the furnishing of the Services called for by this Agreement, TUMG upon request shall make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all other books, documents and records as are necessary to certify the nature and extent of the costs incurred by the Practice in purchasing services under this Agreement. If TUMG provides such services through subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract shall also contain a clause permitting access by the Secretary, U.S. Department of Health and Human Services, U.S. Comptroller General, and their representatives to the books and records of the related organization.

19. MISCELLANEOUS:

19.1. Notices. Notices or communications required or permitted to be given under this Agreement shall be given to the respective Parties by hand or by registered or certified mail (said notice being deemed given as of the date of mailing) at the following addresses unless a Party shall otherwise designate its address by notice:

If to TUMG:

Jerold Feddersen
CEO, Tulane University
Medical Group
Tulane University HSC
1430 Tulane Avenue – TW-22
New Orleans, LA 70112

If to Practice:

With a copy to:

Office of Associate General Counsel
Tulane University HSC
1440 Canal Street TB-33

New Orleans, LA 70112

- 19.2. Section Headings. The section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 19.3. Governing Law. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the internal substantive laws of the State of Louisiana.
- 19.4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of TUMG and its successors and assigns, and the Practice and its successors and assigns.
- 19.5. Entire Agreement. This Agreement and its Exhibits constitute the entire agreement among the Parties and the Physicians, and supersede all previous contracts or agreements between the Parties and the Physicians with respect to the subject matter hereof.
- 19.6. Amendments. This Agreement may be amended only by an instrument in writing signed by a duly authorized officer of each of the Parties, effective as of the date stipulated therein.
- 19.7. Severability. Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purposes of this Agreement.
- 19.8. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 19.9. Non-Assignment. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the specific written consent of both Parties.
- 19.10. Wavier. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated.

[remainder of this page intentionally left blank]

Executed by the duly authorized representatives of the Parties, as of the day and year first above written.

THE ADMINISTRATORS OF THE TULANE
EDUCATIONAL FUND D/B/A TULANE
UNIVERSITY MEDICAL GROUP

By: _____
Jerold Feddersen
Chief Executive Officer, Tulane University
Medical Group

Date: _____

By: _____
Benjamin P. Sachs, MB, BS
Dean, Tulane University School of Medicine

Date: _____

[Practice]

By: _____

Date: _____

EXHIBIT A

The Physicians

The Facility

[Insert name and address of all facilities where Professional Services and Medical Director Services will be provided.]

EXHIBIT B
THE SERVICES

Professional Services:

[NOTE: TUMG needs to insert a list or description of the Professional Services it will provide.]

Medical Director Services:

[NOTE: TUMG needs to insert a list or description of the Medical Director Services it will provide.]

EXHIBIT C

COMPENSATION

Possible compensation arrangements include:

[The Practice agrees to compensate TUMG on a monthly basis at the rate for Services performed under this Agreement of \$_____ per year, payable in equal monthly installments, for at least/approximately __ hours [not to exceed __ hours] spent each month performing the Services required under this Agreement. TUMG shall invoice the Practice for the Services on a monthly basis and the Practice agrees to pay TUMG within thirty (30) days of receiving an invoice from TUMG.] All payments should be made payable to “The Administrators of the Tulane Educational Fund” and sent to the following address: _____.

OR

Insert other compensation arrangement as described in the Contract Approval Summary. Please include details describing how TUMG will invoice the Practice.

EXHIBIT D

Copy of Bylaws

EXHIBIT E

Copy of Insurance Certificate