

# Medical Director Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by and between \_\_\_\_\_,  
d/b/a \_\_\_\_\_, located at \_\_\_\_\_  
\_\_\_\_\_, (hereinafter referred to as "Facility") and  
\_\_\_\_\_, located at \_\_\_\_\_  
\_\_\_\_\_, (hereinafter referred to as "Medical Director").

WHEREAS, Facility is required by federal laws and regulations to retain a physician licensed under State law to practice medicine, to serve as Medical Director and to assume certain responsibilities, as described below; and

WHEREAS, Medical Director has the necessary qualifications and abilities to serve in such capacity and to assume such responsibilities in the terms set forth below:

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, it is agreed as follows:

- A. STATUS OF PARTIES Facility and Medical Director are independent contractors, not employer and employee.
- B. QUALIFICATIONS OF MEDICAL DIRECTOR Medical Director represents to Facility and Medical Director is at least minimally qualified by the requirements set forth in the Medicare/Medicaid Operating Standards for Skilled Nursing Facilities as defined in the Code of Federal Regulations, Title 42, and by any applicable State Agency standards.
- C. HEALTH STATUS OF MEDICAL DIRECTOR Medical Director shall maintain personal health status requirements established by federal and state laws and by Facility policies when providing service within the Facility.
- D. SERVICES TO BE PROVIDED BY THE MEDICAL DIRECTOR Medical Director agrees to provide services to Facility as specifically requested, including but not limited to:
  1. Ensure that attending physicians perform their duties in accordance with state and federal regulations and the Patient Care Policies of the facility. Initiate corrective action with physicians when notified by the facilities Director of Nursing Services of instances of non-compliance.
  2. Review resident care plans to verify that each properly incorporates and maintains the prescribed medical regimen.

3. Participate in staff meetings, such as Infection Control, Pharmaceutical Services, Resident Care Policies committees and other committees at the discretion of facilities Administrator.
4. Assist in the implementation of policies and methods to assure continuous surveillance of the health status of facilities employees, including freedom from infection, routine health examinations and sanitary environment.
5. Participate in the In-Service Education Program.
6. Review incident and accident reports and make recommendations on preventative procedures to facilities Administrator.
7. Evaluate recommendations submitted to Quality Assessment and Assurance, Infection Control, Pharmaceutical Services, and Patient Care Policies committees and make recommendations to facilities Administrator.
8. Review written reports of surveys and inspections and make recommendations to the Administrator.
9. Participate in the development of written policies for reporting and controlling infectious diseases, and for governing skilled nursing care and other health services provided by facility, and oversee the implementation of such policies.
10. Advise the Director of Nursing Services in the execution of the Resident Care Policies.
11. Appraise the Administrator upon request, of recommendations through dated, signed reports to be retained and evaluated by the Administrator.

E. SERVICE TIME Medical Director agrees to provide the above described services on the basis of an average of \_\_\_\_\_ hours per month during the term of this Agreement.

F. RESPONSIBILITIES OF MEDICAL DIRECTOR Medical Director, during the term of this Agreement, shall be responsible for:

1. Overall coordination of the medical care in the facility to ensure the adequacy and appropriateness of the medical services provided to residents.
2. Monitoring of the health status of facilities employees and the sanitary environment of the facility.
3. Maintenance of effective liaison between facility administration and attending physicians and medical staff.
4. Development, for approval by facilities governing body, of written by-laws, rules and regulations including, but not limited to:
  - a. Methods for determining admitting privileges for attending physicians, as needed.
  - b. Delineation of the responsibilities of attending physicians

and Medical Director.

G. RESPONSIBILITIES OF FACILITY Facility during the term of this Agreement shall be responsible for:

1. Cooperation with and support of Medical Director in performance of the services agreed to be provided hereunder, including compliance to the best of facilities ability with all federal and state laws and regulations regarding the medical direction.
2. Maintenance of adequate staff, supplies, equipment and facilities to enable Medical Director to adequately assume the responsibilities hereunder taken.

H. PROFESSIONAL LIABILITY INSURANCE Facility agrees to assume liability for the services performed by Medical Director under this Agreement.

I. NON-DISCRIMINATION Medical Director shall comply with all laws regarding discrimination on the basis of race, color, religion, creed, sex, age, national origin, handicap, political affiliation or belief, in the course of providing services hereunder.

J. PAYMENT OF FEES Medical Director's fee for services rendered pursuant to this Agreement shall be \$ \_\_\_\_\_ per month. Medical Director shall submit to facility a statement for professional services rendered during each month, at the end of each month, and facility shall submit payment on or before the last day of the month following receipt of the statement. It is specifically agreed that fees to Medical Director shall not be paid in the form of patient referral, consultation, rebate.

K. TERM

1. This Agreement shall continue in effect from the date hereof for a period of one (1) year. Upon the expiration of said period, this Agreement shall be automatically renewed for additional terms of one (1) year each unless notice of termination is received by either party within thirty (30) days prior to the expiration of any term.
2. During the thirty (30) day notice period at the end of each term, this Agreement shall be reviewed to ensure that it is consistent with the services being provided.
3. Notwithstanding the above, either party may terminate this Agreement at any time, for any reason, upon (30) days notice.

L. MISCELLANEOUS PROVISIONS

1. Neither party hereto shall delegate responsibilities not assign rights

acquired hereunder without the prior written approval of the other party.

2. This Agreement shall be binding upon and enforceable by the parties and their respective representatives and successors in interest.
3. All notices to be given under the provisions of this Agreement shall be given to Facility at \_\_\_\_\_ and to Medical Director at \_\_\_\_\_. Either party may amend its address for the purpose of this provision by giving written notice to the other party. Unless otherwise agreed in writing, said notices shall be sent by certified mail, return receipt requested.
4. This Agreement contains all of the agreements and conditions made between the parties and may not be modified, amended or terminated orally or in any other manner other than by an agreement in writing signed by all parties or their respective successors in interest.
5. This Agreement, together with each and all of the terms, provisions, conditions and stipulations thereof shall be construed, interpreted and enforced pursuant to and in accordance with the laws of this State.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date for above written.

Date: \_\_\_\_\_

by: \_\_\_\_\_

Administrator

MEDICAL DIRECTOR

\_\_\_\_\_

MD

MD Federal ID/Social Security Number:

\_\_\_\_\_

Medical License Number:

\_\_\_\_\_