



PROVIDER AGREEMENT

This Provider Agreement (“Agreement”) is entered into between Harris Medical Associates, LLC. dba Harris Medical and the healthcare provider listed below (“PROVIDER”):

SECTION 1: PARTIES

HARRIS MEDICAL ASSOCIATES, LLC, 1180 Satellite Blvd. Suite 200, Suwanee, GA 30024

PROVIDER: _____

Soc. Sec. No. or Employer Identification No. (for 1099 reporting): _____

Provider is a (check one): () Sole Proprietorship () Partnership () Corporation

SECTION 2: WORK TO BE PERFORMED

Harris Medical will use its best efforts to locate clients (hospitals, medical clinics, physician offices, etc.)desiring locum tenens services at which PROVIDER may accept assignments on an independent contractor basis for a mutually agreeable period of time.

SECTION 3: STANDARDS OF PERFORMANCE

1. PROVIDER shall provide clinic, hospital, extended care facility, indicated home care and other appropriate care in accordance with all applicable rules and regulations, including the rules of ethics of the medical profession.
2. PROVIDER will receive confirmation of assignment by “Schedule A”, the Provider Pay Schedule, Timesheet and Certificate of Medical Malpractice Insurance and shall abide by its terms.
3. PROVIDER shall immediately notify Harris Medical of any act or omission by PROVIDER or any other person acting in connection with this Agreement that potentially could result in legal liability to any party, whether justified or unjustified.
4. PROVIDER shall not discriminate against any person because of color, sex, age, creed, disability, religion, nationality, economic, veteran status, citizenship status or any other protected status when acting in connection with this Agreement.
5. PROVIDER shall not profit in any manner from the prescribing of drugs, prosthetic appliances, dental services, eyeglasses or other goods or services while working for Harris Medical or when otherwise acting in connection with this Agreement.
6. PROVIDER shall not, without Harris Medical ’s prior written consent, directly or indirectly render services of a professional nature, or engage in any activity that competes or conflicts with Harris Medical ’s interests, while working for Harris Medical or otherwise acting in connection with this Agreement.
7. PROVIDER shall not be entitled to, nor receive, any direct patient fees, unless otherwise permitted in writing.
8. PROVIDER shall be responsible for all federal, state and local taxes due on all compensation paid to PROVIDER.
9. PROVIDER shall be liable for any additional costs Harris Medical incurs if he/she fails to properly provide services that have been scheduled and confirmed in writing within 30 days of the scheduled shift.
10. PROVIDER must implement and comply with the current requirements of the Health Insurance Portability and Accountability Act (HIPPA), which may include, without limitation, privacy and security rules pertaining to physician practices, contracts, patient consent, authorization and confidentiality requirements, transactions and billing code sets.
11. PROVIDER shall *immediately* notify Harris Medical of any adverse actions against him/her by any licensing board, hospital, managed care organization, healthcare or insurance, or regulatory or law enforcement agency.
12. PROVIDER, as an independent contractor, agrees that he/she shall have workers compensation, disability and health insurance and shall not be entitled to seek or receive workers compensation, unemployment and/or disability benefits, or other benefits (collectively “Benefits”) from Harris Medical or any client at which Harris Medical places PROVIDER, and shall indemnify and defend Harris Medical and/or its client for any costs or liability either incurs relating to any provision of, or attempt to provide, Benefits for PROVIDER.

SECTION 4: TERM OF AGREEMENT

This Agreement shall be effective for one (1) year from the date of Harris Medical’s signature and will automatically renew for additional one (1) year periods unless terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party thirty days (30) days written notice of its desire to cancel. Harris Medical may terminate this Agreement without notice under any of the following circumstances:

1. PROVIDER’s license to practice medicine or prescribe medication in any state is revoked, suspended, or limited.
2. PROVIDER’s privileges where he/she is providing locum tenens services are revoked, suspended, surrendered or denied.
3. PROVIDER does not conduct him/herself in a manner acceptable to Harris Medical or otherwise fails to diligently perform the duties of a healthcare provider in accordance with the highest professional and ethical standards.
4. PROVIDER provides inaccurate or incomplete information on data forms, insurance applications, credentialing material or in response to inquiries from Harris Medical.
5. PROVIDER fails to comply with all provisions of Section 3 of this Agreement.
6. PROVIDER is removed with cause by Harris Medical’s client’s facility.
7. Harris Medical ’s client where PROVIDER is providing services cancels its agreement with Harris Medical.

SECTION 5: COMPENSATION

Harris Medical shall compensate PROVIDER at the rate agreed to at the time Harris Medical presents PROVIDER with the assignment opportunity. These rates will be set forth in Schedule “A” hereto for each assignment accepted by PROVIDER. PROVIDER must sign a Schedule “A” for each assignment for Harris Medical to process PROVIDER’s payment. Harris Medical will pay PROVIDER for each assignment worked if PROVIDER has properly and timely completed and submitted a timesheet to Harris Medical, which timesheet shall include the signature of Harris Medical’s client verifying the hours PROVIDER worked. Timesheets and/or requests for payment not properly submitted to Harris Medical within thirty days after the date of service for which PROVIDER is seeking payment will not be accepted and any right to payment will be forfeited.

PROVIDER Initials _____

Harris Medical Initials _____

SECTION 6: INDEPENDENT CONTRACTOR

PROVIDER shall, at all times, be deemed to be an independent contractor. Harris Medical is interested only in the final result that medical services are provided, not in the means or methods, including the day-to-day activities of PROVIDER or the actual delivery of individual patient care by PROVIDER, for accomplishing the result. PROVIDER shall furnish a picture I.D. upon arrival at an assignment. PROVIDER shall carry automobile insurance with limits of at least \$300,000 bodily injury or \$300,000 combined single limit covering any use by PROVIDER of a motor vehicle in connection with any assignment with a client of Harris Medical or that relates to this Agreement, and shall indemnify and defend Harris Medical and/or its client for any costs or liability either incurs relating to any failure to comply with this provision.

SECTION 7: REIMBURSEMENT OF EXPENSES

Reimbursement for expenses are limited to those listed in writing by Harris Medical’s scheduler and reimbursement requests must be accompanied by reasonable supporting documentation. Reimbursement shall not be made for incidentals, including postage, long distance phone calls, cab fares, or gasoline. All receipts or other documentation supporting a reimbursement request shall be presented to Harris Medical promptly. Any right to reimbursement will be forfeited if a reimbursement request is not properly submitted to Harris Medical within thirty days from the date the expense was incurred.

SECTION 8: RECORDS AND FILES

PROVIDER shall not be entitled to keep or reproduce patient records in any manner unless the patient requests in writing that his records be transmitted to PROVIDER.

SECTION 9: PROFESSIONAL LIABILITY

1. Harris Medical is solely a broker of services between its clients and PROVIDER and therefore has no responsibility for any act or omission of PROVIDER, including without limitation conduct within the course of an assignment or otherwise relating to this Agreement. PROVIDER will indemnify and defend Harris Medical against any allegations, claims or liabilities arising from or relating to any act or omission of PROVIDER.
2. Harris Medical will provide medical malpractice liability insurance through Harris Medical’s insurance carrier for the time PROVIDER is performing services at an assignment through Harris Medical. Such insurance shall be provided in accordance with and subject to the terms and limits of the insurance policy. If PROVIDER has such insurance through his/her own policy, it will be noted on the Schedule “A” for each assignment and shall be the primary coverage. Any enrollment into any state patient compensation fund will be the sole responsibility of the PROVIDER.
3. If PROVIDER fails to properly submit timesheets to Harris Medical pursuant to this Agreement within thirty days of the date of service, PROVIDER’s coverage through Harris Medical’s medical malpractice liability insurance will automatically terminate.

SECTION 10: NON-COMPETITION PROVISION

PROVIDER agrees that during this Agreement and for a period of two (2) years after its termination, PROVIDER shall not directly or indirectly engage in the practice of medicine in any facility operated by a Harris Medical client or affiliate thereof for which PROVIDER performed medical services through an assignment with Harris Medical, or in any facility to which Harris Medical introduced PROVIDER via CV or otherwise. The terms “directly or indirectly engage in the practice of medicine” shall include any affiliation in any manner whatsoever, whether as an owner, agent, partner, associate, or employee of the Harris Medical client or any of such client’s affiliates (Harris Medical’s clients are typically bound by a similar obligation).

SECTION 11: MISCELLANEOUS

1. *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of Georgia, without regard to the conflict or choice of law principles of any state. Jurisdiction and venue for any action involving the parties shall be in a court situated in Suwannee, Georgia.
2. *Amendments.* Amendments or revisions to the terms and conditions of this Agreement shall not be valid unless set forth in writing and signed by all parties.
3. *Assignability.* PROVIDER’s rights and/or obligations under this Agreement are personal and not assignable or transferable and any attempt by PROVIDER to do so shall be null and void.
4. *Listings.* PROVIDER agrees to the listing of PROVIDER’s name on any roster issued by Harris Medical and the use and disclosure of the PROVIDER’s curriculum vitae and credentialing documents in Harris Medical’s pursuit of business. PROVIDER waives any claim resulting from the disclosure of such information.
5. *Severability.* To the extent any provision of this Agreement is held to be invalid, the forum making the determination shall revise the provision to the extent necessary to make it valid, provided doing so does not materially affect the objectives and protections that the parties sought when entering into the Agreement.
6. *Prevailing Party.* The prevailing party in any action between the parties will be entitled to recover its reasonable attorneys’ fees and costs, in addition to any other available remedies at law or equity.
7. *Assignment Revision.* If a third party or act of God directly or indirectly results in a cancellation, postponement or change of a scheduled assignment within 30 days of the commencement of the assignment, Harris Medical will not be responsible to PROVIDER for any lost compensation or payment resulting from the change, nor will it be responsible for any special, incidental or consequential damages in connection with this Agreement.
8. *Entire Agreement.* This Agreement, which includes all Schedules and attachments hereto, constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior or contemporaneous agreements, discussions, representations or understandings in any form.

The parties hereto agree to the terms of this Agreement with the intent to be legally bound.

HARRIS MEDICAL ASSOCIATES, LLC

PROVIDER

Signature Title

Authorized Signature Title

Print Name Date

Print Name Date

PROVIDER Initials _____
Harris Medical Initials _____