

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made effective for all purposes and in all respects as of _____ by and between CORRECT CARE, INC. (hereinafter the "Principal") and _____ (hereinafter the "Independent Contractor"). WHEREAS, the Principal desires to employ the Independent Contractor, a professional practitioner in the practice of emergency medicine:

WHEREAS, The Independent Contractor desires to act for the Principal in the aforesaid capacity; and

WHEREAS, the Principal and the Independent Contractor desire to set forth in writing the terms and conditions of their agreements and understandings;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. REPRESENTATIONS

Independent Contractor represents that he is a qualified physician duly licensed to practice medicine in all jurisdiction where he shall be required to perform his duties pursuant to this Agreement, including, but not limited to, the state(s) of Louisiana. 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.

2. TERM OF AGREEMENT AND TERMINATION

Subject to the provisions of Section 10 and 14, the Principal and all subsidiaries and affiliates of the Principal, shall employ the Independent Contractor and the Independent Contractor agrees to be so employed commencing on or about the date first written above. The parties further agree that such employment shall continue until either party terminates pursuant to the terms of Section 10.

3. DUTIES OF INDEPENDENT CONTRACTOR

(a) Independent Contractor in accepting such employment by the Principal shall undertake and assume the responsibility of performing professional medical services in emergency medicine, as well as providing any administrative duties and additional services as specified in **Appendix A**, if attached hereto. Principal shall have the power to determine and control, within reason and within the confines of professional ethics, the specific physical location and duties to be performed by the Independent Contractor provided; provided, however, that Principal shall not relocate Independent Contractor to a location at which Independent Contractor does not currently provide medical services without the consent of Independent Contractor. Independent Contractor hereby agrees to act in a competent and professional manner in carrying out the duties of his employment and that he shall make all clinical decisions using his best medical judgment. Both the Principal and any hospital or other facility at which the Independent Contractor is on duty shall have the power to designate patients to be assigned to the Independent Contractor, and the Independent Contractor shall perform medical services for said patients. No person other than the Principal and said hospital shall have the right to designate by name and description, the patients for whom Independent Contractor is to perform services and Independent Contractor shall not honor any designation by any other person or organization. Notwithstanding anything to the contrary herein, nothing in the Agreement shall be construed to restrict the Independent Contractor's duties and obligations to his patients, including, but not limited to, duties in the prescription or administration of medication and the performance of medical services with respect to any patient.

(b) During the term of this Agreement, the Independent Contractor shall (i) have and maintain a valid and unrestricted license to practice medicine in all jurisdictions in which the Independent Contractor provides services for, and on behalf of, the Principal pursuant to the terms of this Agreement and in those states in which the Independent Contractor becomes licensed to practice medicine during the term of this Agreement, (ii) comply with, be controlled and governed by and otherwise provide medical services in accordance with all legal requirements, and the ethics and standard of care of the medical community where the Independent Contractor Provides medical services pursuant to this Agreement, and (iii) obtain and retain full medical staff membership with appropriate clinical privileges at any hospital or health care facility at which medical services are to be provided by the Independent Contractor for or on behalf of the Principal. Procurement of temporary staff privileges pending the completion of the medical staff approval process shall satisfy the requirements of subpart (iii) of the preceding sentence, provide that the Independent Contractor actively pursue full appointment and actually receives full appointment within a reasonable time.

(c) The Independent Contractor agrees to abide by any rules, regulations and any other policies and procedures covering the Independent Contractor established by the Principal.

(d) The Independent Contractor shall be obligated to obtain 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.

(e) Notwithstanding anything to the contrary herein, the Independent Contractor agrees to provide the Principal with all information necessary to document Independent Contractor’s citizenship and employment status and to sign all documents reasonably necessary to document the employment relationship contemplated herein and to properly designate the Principal or any subsidiaries or affiliates of the Principal as the designee of Independent Contractor’s reassignment of rights pursuant to Section 7 hereof. The Independent Contractor acknowledges and agrees that notwithstanding anything to the contrary herein, the Principal may withhold payment to the Independent Contractor until such documents as the Principal may reasonably request are produced or signed, as applicable.

4. **NON-INTERFERENCE AND NON-COMPETITION CLAUSE**

For and in consideration of the anticipated benefits to be derived from this Agreement, the Independent Contractor hereby agrees that during the term of this Agreement, and for twenty four (24) months after the termination of the Agreement, regardless of cause, Independent Contractor shall not directly or indirectly solicit to provide like professional services, or induce, persuade, or attempt to persuade any Hospital to terminate or breach contracts with Principal.

FURTHER, during the term of the agreement and for twenty four (24) months after the termination of the Agreement, regardless of cause, Independent Contractor shall not directly or indirectly compete with Principal in the area of providing emergency medical services at any medical facility doing business in any of the parishes or municipalities set forth on the attached **Appendix C**. Independent Contractor and Principal agree that because Principal’s business shall from time to time expand, in the event that new Hospitals contract with Principal during the term of this agreement to provide emergency medical services in parishes or municipalities not previously listed on Appendix C, Independent Contractor acknowledges that Independent Contractor shall not compete with Principal in such new parish or municipality for twenty four (24) months following termination of the Agreement, regardless of cause, and a new or revised Appendix C may be added as an addendum to this Agreement reflecting such additional parishes or municipalities. In order to be effective as to the new parish or municipality, the revised Appendix C shall identify the additional parish or municipality added during the term of this agreement and the date Principal began doing business in this parish or municipality. Principal shall notify Independent Contractor of the addendum at the notice address.

In the event this Section is determined by any Court to be overly broad under applicable law, a court of competent jurisdiction may enforce it to the maximum extent allowed by applicable law, and excise any part that is determined to be overly broad to allow enforcement, but only to the maximum extent allowed by law.

Notwithstanding any provision of Section 16 of this Agreement to the contrary, the Independent Contractor agrees that the damages and remedies at law for any breach under this Section 4 of this Agreement would be inadequate and that, in addition, in the event of a breach under this Section 4 of this Agreement, Principal may apply to a court of competent jurisdiction and be entitled to an injunction by such court to prevent a breach or further breach thereof on the part of the Independent contractor, and shall likewise be entitled to seek in a court of competent jurisdiction, actual damages, costs and attorney's fees. Such injunction shall be in addition to damages or other relief afforded under Section 16 of this Agreement. Further, in addition to any actual damages, Independent Contractor agrees that in the event of breach of this Section, Principal shall be entitled to, in addition to and above actual damages, liquidated damages in the amount of \$25,000.00, reasonable attorneys fees, and all costs, including but not limited to court costs, expert witness fees, photocopy expense, and any other reasonable, necessary, and customary expense incurred in enforcing this Section.

5. PATIENT RECORDS AND DISCLOSURE INFORMATION

The Independent Contractor shall prepare and maintain such medical records incidental to the medical services that he performs hereunder as required under standard medical practices and as otherwise required by Principal. All patient records and case histories shall at all times remain the property of the Hospital or Principal. Included within the foregoing are all records and information coming into the possession of the Principal and Independent Contractor which are the property of any hospital and for which the Principal has assumed temporary or permanent custodial responsibility. Unless required by legal process, no medical or any other Principal or hospital records shall be displayed by the Independent Contractor to any person or entity not authorized by the Principal, except in strict accordance with medical ethics and such rules relating thereto as are promulgated by the Principal's Board of Directors or officer from time to time. Independent Contractor shall maintain appropriate documentation in completion of all medical records in compliance with all rules, regulations and guidelines established by state or federal governmental authorities, including, but not limited to, HCFA.

Principal and Independent Contractor recognize that during the course of the employment under this Agreement the Independent Contractor may from time to time as necessity of employment have access to Principal information and documents which are recognized as sole, exclusive and confidential property of the Principal. The Independent Contractor therefore agrees that he will not, during the term of his employment, divulge or disclose any information relating to the Principal to any other person or entity whatsoever, for any purpose whatsoever, including the use of such information by the Independent Contractor himself for the purposes of employment or the practice of medicine other than for the Principal pursuant to the terms of this Agreement.

It is understood that the prohibitions set forth in the preceding paragraphs do not apply to medical reports on patients for the purposes of consultation with reference to other physicians for the patients' welfare and care, claims in connection with accidents or disability made by the patient, or other legitimate ties in furtherance of the Principal's business and the welfare of its patients or its contractual relationship with any hospital.

6. COMPENSATION AND BENEFITS

(a) **Compensation:** In consideration for the services provided to Principal as contemplated herein, the Independent Contractor shall receive as compensation the amount(s) set forth herein on **Appendix B**, which may be amended from time to time.

(b) **Benefits:** Unless prohibited by law, the Principal shall make available to the Independent Contractor the same benefits that the Principal provides to other Independent Contractors, which notwithstanding anything to the contrary provided herein, may be amended by the Principal from time to time.

7. FEES FOR MEDICAL SERVICES

The Independent Contractor shall have no ownership interest in any amounts owned or collected for medical services performed by the Independent Contractor pursuant to this Agreement. The Independent Contractor hereby unconditionally assigns to the Principal and all subsidiaries and affiliates of the Principal to whom Independent Contractor is employed pursuant to Section 2 hereof, all amounts owned or collected for medical services performed by the Independent Contractor during the terms of this Agreement, and shall assist the Principal in billing and collecting such amounts, which shall be the sole and exclusive property of the Principal. Upon request of Principal, Independent Contractor shall execute and deliver such additional documents and instruments as may be necessary to evidence or effect the assignment of fees, including without limitation, any documents necessary in order to allow Principal to bill and collect all amounts owed for medical services performed from Medicaid, Medicare, and any other third-party payors.

8. INSURANCE

The Principal shall procure professional malpractice insurance for Independent Contractor which will be limited to activities of the Independent Contractor while performing services pursuant to this Agreement. Such insurance shall be under a “claims made” policy with maximum coverage of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per Independent Contractor. Upon termination of this Agreement, Principal agrees to continue coverage amounts set forth herein by either, at Principal’s option, continuing the corporate coverage relationship with the malpractice carrier of the principal or by purchasing the necessary tail coverage to protect Independent Contractor for all work performed during the term of this agreement or any authorized extension thereof.

9. TERMINATION OF AGREEMENT AND EMPLOYMENT

The Principal and Independent Contractor hereby agree that during the term of this Agreement and any extensions hereof, this agreement and the employment of the Independent Contractor may be terminated and the Independent Contractor’s compensation shall be measured to the date of such termination: (i) at will by either party with 90 (ninety) day notice; (ii) immediately by mutual consent of both parties; or (iii) immediately upon the Principal providing written notice to the Independent contractor upon the occurrence of any of the following events:

(1) Suspension, revocation, cancellation or limitation of Independent Contractor’s right to practice in any jurisdiction whether because of loss of Independent Contractor’s license or any other reason, including, without limitation failure to obtain appropriate CME credits.

(2) Revocation, in whole or in part of Independent Contractor’s medical privileges as extended to him/her by the appropriate authorities of any hospital at which the Principal conducts its business.

(3) Failure or refusal by the Independent Contractor to perform diligently his duties under this Agreement or to comply with the rules, regulations or other policies established by the Principal or the appropriate authorities of any hospital at which Independent Contractor provides services.

(4) Conviction of the Independent Contractor of any felonious crime in any federal or state jurisdiction of the United States of America.

(5) Unprofessional, unethical, immoral or fraudulent conduct by the Independent Contractor or a finding by a professional society of such conduct.

(6) Proof of Independent Contractor's dishonesty with respect to his duties and obligations to the business and affairs of the Principal. If Principal shall believe Independent Contractor to be guilty of the foregoing and pending the establishment of proof of the same, the Independent Contractor may place Independent Contractor on leave of absence with or without pay, at Principal's sole discretion until the resolution of such matter.

(7) Termination for whatever reason of Principal's to provide medical services at the hospital(s) or a hospital where the Independent Contractor is working.

(8) In the event, due to circumstances beyond Independent Contractor's control, Independent Contractor shall be unable to perform his duties under this Agreement for any extended period covered by this Agreement.

(9) In the event the appropriate authorities of a hospital at which Independent Contractor is providing services request that Independent Contractor no longer provide such services at hospital.

A. In addition, this Agreement shall be automatically terminated should the Principal be declared by a Court of competent jurisdiction to be bankrupt under the Federal Bankruptcy Act or shall be determined to be insolvent under the insolvency laws of the state of governance of this Agreement.

B. The Independent Contractor agrees and understands that medical staff membership and privileges at hospitals contracting with employer, affiliates of Principal or companies contractually affiliated with Principal are predicated and contingent upon such hospital's contractual relationship with such entity. Upon termination of this agreement between Principal and Independent Contractor, regardless of cause, Independent Contractor relinquishes without recourse medical staff membership and privileges at the hospitals with which Principal, affiliates of Principal or companies contractually affiliated with Principal contract. Further, upon termination, for any reason regardless of cause, of any agreement between Principal, affiliates of Principal or companies contractually affiliated with Principal and a hospital where the Independent Contractor retains medical staff membership and privileges for the purposes of providing services under this Agreement, Independent Contractor shall relinquish without recourse such medical staff membership and privileges at such hospitals.

10. **CONFIDENTIALITY**

The Independent Contractor will not disclose any Confidential Information (as defined below) of the Principal without the Principal's express written authorization, such Confidential Information will not be used in any way directly or indirectly detrimental to the Principal, and the Independent Contractor will keep such Confidential Information confidential. If the Independent Contractor is requested or required (by oral question, interrogatories, requests for information or documents, subpoenas, civil investigative demands, or similar processes) to disclose or produce any Confidential Information furnished in the course of his employment with the Principal, the Independent Contractor will (i) provide the Principal with prompt notice thereof and copies, if possible, and if not, a description, of the Confidential Information requested or required to be produced so that the Principal may seek an appropriate protective order or waive compliance with the provisions of this section and (ii) consult with the Principal as to the advisability of the Principal taking legally available action to resist or narrow such request. The Independent Contractor further agrees that, if in the absence of a protective order or the receipt of a waiver hereunder the Independent Contractor is nonetheless, in the written opinion of his legal counsel, compelled to disclose or produce Confidential Information concerning the Principal to any tribunal or to stand liable for contempt or suffer other censure or penalty, the Independent Contractor may disclose or produce such Confidential Information to such tribunal legally authorized to request and entitled to receive such Confidential Information without liability hereunder; provided, however, that the Independent Contractor shall give the Principal written disclosure or production as is practicable and shall use reasonable efforts to obtain, to the greatest extent practicable, an

order or other reliable assurance that confidential treatment will be accorded to such Confidential Information so required to be disclosed or produced. For the purposes of this Section, the term "Confidential Information" shall mean any information of Principal (whether written or oral), including all business or management methods, marketing data, fee schedules, or trade secrets of the Principal whether or not such Confidential Information is disclosed or otherwise made available to the Independent Contractor. Confidential Information does not include any information that the Independent Contractor can establish (i) is or becomes generally available to and known by the public or medical community (other than as result of a unpermitted disclosure directly or indirectly by the Independent Contractor; (ii) is or becomes available to the Independent Contractor on a non-confidential basis from a source other than the Principal or its Affiliates, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy to the Principal of which the Independent Contractor has knowledge, or (iii) has already been or is hereafter independently acquired or developed by the Independent Contractor without violating any confidentiality agreement with or other obligation of secrecy to the Principal. The terms and provisions of this Section shall survive the termination of this Agreement.

11. NOTICES

Any and all notices required or permitted to be given pursuant to this Agreement shall be sufficient if in writing and hand delivered to the Independent Contractor or if forwarded by registered or certified mail, return receipt requested, to his then residence address. In the case of notice by the Independent Contractor to the Principal, the same manner of delivery mail shall be sufficient, as shall hand delivery either upon written receipt of any officer of the Principal (other than the Independent Contractor) or Principal to the place of business address.

12. ASSIGNABILITY

Neither this agreement nor any right or interest hereunder shall be assignable by the Independent Contractor, his beneficiaries, or legal representatives without the Principal's prior written consent; provided, however, that nothing herein shall preclude (i) the Independent Contractor from designating a beneficiary to receive any benefit payable hereunder upon his death, (ii) the executors, administrators, or other legal representative of the Independent Contractor or his estate from assigning any rights hereunder to the person or persons entitled thereunto, (iii) the assignment by the Principal of the compensation owed to the Independent Contractor hereunder to a Garnishee upon the receipt of a Garnishment order of any local, state, or federal authority received by the Principal, or (iv) the assignment by the Principal of its rights and obligation under this Agreement.

13. AMENDMENT

No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

14. WAIVER OF BREACH

The wavier by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver or breach of any other provision or any subsequent breach of any party.

15. ARBITRATION

Subject to Section 4 of this Agreement, the parties hereby agree to submit all disputes relating to this Agreement to binding arbitration and agree that such arbitration shall be the sole and exclusive process for adjudication of disputes relating to the Agreement. The arbitrator shall be selected 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, however, that the Nation Health Lawyers Association Alternate Dispute

Resolution Service Rules of Procedure for Arbitration shall prevail in all conflicts. Notwithstanding, any rules or provisions to the contrary, the arbitrator shall have full authority to award any relief in law or equity, which the arbitrator deems appropriate to remedy any breach of this Agreement; provided, however, that the arbitrator must award attorney's fees to the prevailing party with respect to disputes relating to Section 4 of this Agreement. The arbitrator shall not have any authority to add or to subtract from the terms of this Agreement. Rather, the arbitrator's authority is limited to the strict interpretation of its terms. It is further agreed that any final award of the arbitrator can be reviewed by any court of competent jurisdiction under prevailing standards for reviewing arbitrage awards. All arbitration proceeding shall be conducted in Covington, Louisiana, unless Principal agrees, in its sole discretion, to another venue.

16. TERMINATION DUE TO LEGISLATURE OR ADMINISTRATIVE CHANGE

In the event that there are changes in the current federal or state laws or regulations regarding Medicare / Medicaid, the adoption of new legislation, or a change in other third party reimbursement systems which materially affect the reimbursement that the Principal or Independent Contractor may receive for their respective services, the Principal may immediately terminate this Agreement by providing appropriate notice under Section 12.

17. 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 of Louisiana.

18. SEVERABILITY

If any provision of the Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby.

19. 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.

20. GENDER

Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine and feminine.

21. TAX WITHHOLDING

The Independent Contractor agrees that the Principal may withhold from any amount payable by the Principal hereunder such amounts as the Principal reasonably determines to be necessary for compliance with federal and state tax withholding requirements in the event such requirements exist, in which event the Principal shall file such reports and make such payments as may be required thereunder. However, Independent Contractor is not an employee, and shall at all times remain responsible for payment of all applicable taxes and shall remain responsible at all times to pay or properly deposit such sums with taxing authorities as are necessary and required by or for any applicable taxing authority, whether state, federal, or local.

22. ENTIRE AGREEMENT

This Agreement and the attachment to this Agreement together constitute the entire agreement and understanding by and between the Principal and the Independent Contractor with respect to the employment herein referred to, and no representations, promises, agreements or understandings, written or

oral, not herein contained shall be of any force and effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

SIGNATURES

IN WITNESS WHEREOF, the Principal and the Independent Contractor have duly executed this Agreement under seal as of the day and year first above written.

Principal:

Date: _____

By: _____

Name: _____

Title: _____

Independent Contractor:

Date: _____

By: _____

Name: _____

Title: _____