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PHYSICIAN SERVICES AGREEMENT

State of Alabama

BACKGROUND

A. This Physician Services Agreement (hereinafter referred to as the "Agreement") is entered into and made effective as of _____ (hereinafter referred to as the "Effective Date") by and between the following healthcare provider (hereinafter referred to as the "Physician"), of the following address:

_____, _____
of

and the following recipient of the Physician's services (hereinafter referred to as the "Healthcare Center"), of the following address:

of

B. *WHEREAS*, the Healthcare Center desires to hire the Physician as a staff physician to render medical, educational, scientific, administrative, and other professional services; and

C. *WHEREAS*, the Physician is licensed by the Medical Board of the State of Alabama and possesses a current valid license to practice medicine and is not currently on probation or suspension for any reason.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Healthcare Center hereby hires the Physician, and Physician agrees to render services to the Healthcare Center, as set forth herein.

I. SERVICES PROVIDED.

1. The Healthcare Center hereby agrees to engage the Physician to provide the Healthcare Center with the following services (the "Services"):

2. The Physician shall work the following schedule for the Healthcare Center as described below:

3. The Healthcare Center shall refer patients to the Physician to receive in-person, face-to-face consultations.

4. The Physician shall be responsible for prescribing medication to patients if, and only if, necessary and appropriate.

5. The Physician shall capably provide consultations and treatment for patients with life-threatening and/or emergency conditions.

6. The Physician agrees to accept patient referrals and to devote such time and effort as is generally required in the field and perform the tasks and duties related to serving patients in a manner consistent with the practice of the Physician's profession in medicine.

7. The Physician will not treat patients that they are not qualified to treat and shall refer such patients to emergency, specialist, or other appropriate personal care.

8. The Physician shall establish a valid patient-physician relationship with each patient pursuant to all applicable local, state, and federal laws, regulations, and professional standards.

9. The Physician shall notify the Healthcare Center in writing immediately if the Physician is disciplined concerning an allegation of professional misconduct, or if the Physician otherwise becomes ineligible or unable to treat patients and/or prescribe medication, or if any person files any type of complaint against the Physician, whether in

court or to a state body, or alleges they will do so.

II. LICENSES.

10. The Physician is currently a licensed physician in Alabama.

11. The Physician acknowledges that both Physician's licenses and privileges to engage in the practice of medicine and prescribe medication are in good standing with both the Federal Government of the United States of America and the state in which the Physician is licensed to practice medicine.

12. The Physician shall remain fully licensed to practice medicine in compliance with applicable law during the term of this Agreement and shall immediately notify the Healthcare Center in writing if such is no longer true.

III. TERM AND TERMINATION.

13. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect as described by this Agreement.

14. This Agreement shall remain in effect for the following length of time: _____, unless terminated earlier pursuant to the provisions of this Agreement. Thereafter, the term will automatically renew for successive terms of the following length without notice unless either Party terminates the Agreement in writing: _____.

15. If either Party materially defaults in the performance of any provision of this Agreement, and such default is not cured within 30 days after the non-defaulting Party gives the defaulting Party written notice of such default, then the non-defaulting Party shall be entitled to terminate the Agreement immediately upon written notice of termination of the defaulting Party.

16. Upon termination of this Agreement, neither Party shall have any further rights, duties, nor obligations, under this Agreement, except as otherwise provided herein. The termination or expiration shall not affect any liability or other obligation of either Party that accrued prior to the termination or expiration. Any compensation owed to the Physician for services rendered in periods prior to termination shall remain payable to the Physician, unless the Physician is in breach hereof, in which case the Healthcare Center shall be entitled to withhold any unpaid compensation until the breach is resolved.

17. Upon the termination of this Agreement, the Physician shall take all reasonable steps necessary for the prompt and efficient transfer of patients under the Physician's care to other supervising physicians hired by the Healthcare Center. For a period of 30 days after the effective date of termination, the Physician shall continue to take such actions as are reasonably necessary to ensure that patients under supervision continue to receive effective professional care.

IV. NON-COMPETITION.

18. Upon termination of this Agreement, the Physician acknowledges and agrees that they shall not engage, directly or indirectly, as proprietor, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Healthcare Center in any business within the same city as the Healthcare Center's business for the maximum allowable period under Alabama law after the termination of this Agreement.

19. The Physician is also prohibited from hiring or attempting to hire any of the Healthcare Center's other employees or staff.

20. The Physician shall also be prohibited from soliciting any business from current patients of the Healthcare Center for a period of six months.

V. DEFAULT.

21. The Healthcare Center may terminate this Agreement by written notice to the Physician upon the occurrence of any of the following, with the Physician immediately notifying the Healthcare Center in writing should any such event take place:

- a. The revocation, suspension, or cancellation of the Physician's professional license;
- b. The imposition of any restriction or limitation on the Physician by any governmental authority having jurisdiction over the Physician to the extent that the Physician cannot render the required professional services;
- c. A final determination by any board, or other organization having jurisdiction over the Physician's right to practice that the Physician has engaged in unprofessional or unethical conduct;
- d. The Physician is convicted in a criminal or civil proceeding of fraud, misappropriation, embezzlement, Medicare or Medicaid fraud and abuse, or the

commission of a felony or of narcotics-related offense, or pleads nolo contendere to any such charge;

e. The failure or refusal of the Physician to comply with the reasonable policies, work requirements, standards, and regulations of the Healthcare Center;

f. The Physician breaches any material obligation or covenant under this Agreement, or the Physician fails to faithfully perform the services required by this Agreement, provided the Physician is first given written notice of default and 14 days to cure the alleged breach;

g. The Healthcare Center, in its sole discretion, determines that the Physician is committing, or has committed during the term thereof, unfair and/or unethical practices, or practices which are or could be harmful to patients, or in violation of law;

h. The revocation, loss, or relinquishment (either voluntary or involuntary, temporary or permanent) of the Physician's medical staff membership or clinical privileges for medical disciplinary cause or reason at any hospital or other health facility where the Physician regularly performs professional medical services;

i. The imposition of a substantial restriction on the Physician's medical staff membership or clinical privileges at any hospital or other health facility which prevents the Physician from regularly performing professional medical services at such hospital or health facility;

j. The exclusion, either temporary or permanent, of the Physician from participation in Medicare, Medicaid, or other federal or state health care payment programs;

k. The failure by the Physician to obtain or retain certification in their medical specialty field;

l. The embezzlement or conversion by the Physician of the Healthcare Center's assets or properties;

m. Substance or alcohol abuse which is reasonably determined by the Healthcare Center to impair the Physician's ability to adequately perform professional services;

n. Inadequate or unsatisfactory quality of medical practice or performance of professional medical services of the Physician in the sole discretion of the Healthcare Center;

o. Any other medical disciplinary cause or reason involving the Physician.

22. The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either Party.

c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or governmental agency.

d. The failure to make available or deliver the services in the time and manner provided for in this Agreement.

VI. FEES AND PAYMENT.

23. For rendering the Services as described in this Agreement, the Healthcare Center shall pay to the Physician compensation of **\$2 (two US dollars)** per hour of service the Physician provides to the Healthcare Center, to be outlined in a detailed invoice provided to the Healthcare Center from the Physician.

24. For any payment that is not paid when due, Healthcare Center shall pay a late fee of **\$2 (two US dollars)**.

25. Payment shall be made to the following person/address:

26. In addition to any other rights or remedies provided by law, the Physician may treat Healthcare Center's nonpayment for services rendered by the Physician as a material breach of this Agreement and may cancel the Agreement or seek legal remedies as the Physician desires.

VII. LIABILITY INSURANCE.

27. The Physician shall have and maintain a policy of professional liability insurance with coverage of at least the amount of **\$2 (two US dollars)** per claim (the "Insurance"). The

Insurance shall cover the Physician for malpractice claims made during the terms of this Agreement, based on conduct alleged to have occurred based on Services provided during the Term of this Agreement.

28. The Physician shall provide certificate(s) of insurance (or other proof of coverage) to the Healthcare Center upon their request for all policies carries by the Physician relating to the practice of medicine or professional services conducted by the Physician in connection with this Agreement and agrees to provide the Healthcare Center with prior written notice of any change in, or termination of, such coverage.

VIII. EXCLUSIVITY.

29. The Physician is in an exclusive arrangement with the Healthcare Center and shall not engage in other activities, including, but not limited to, a full-time practice, to which they must devote significant time, or any other job activities significantly similar to their work for the Healthcare Center.

30. The Healthcare Center may hire other physicians to perform the same or significantly similar services at any time.

IX. PARTIES RELATIONSHIP.

31. It is understood by all Parties to this Agreement that the Physician is an independent contractor with respect to Healthcare Center and not an employee of Healthcare Center. The Healthcare Center will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Physician.

X.

XI. INDEMNIFICATION.

32. The Healthcare Center and the Physician, at their own expense, shall indemnify, defend, and hold the other, its partners, directors, agents, and employees harmless from and against any and all third-party lawsuits, actions, or proceedings and any related costs and expenses, including attorney's fees, resulting directly and solely from the indemnifying party's negligence or willful misconduct.

33. Neither the Healthcare Center nor the Physician shall be responsible for defending,

indemnifying, or holding the other party, their partners, directors, agents, or employees harmless from and against any third-party lawsuits, actions, or proceedings that result from the negligence or wrongful acts of the party seeking indemnification or any third-party.

34. The Healthcare Center and the Physician agree to give each other prompt written notice in the event of any claim arising to which they believe indemnification is relevant and necessary.

35. The indemnifying party shall have the right to defend against such claims with counsel that they have chosen and to settle such claims as they deem reasonable and appropriate.

36. The Healthcare Center and the Physician agree to co-operate with each other in the defense of any such claims.

37. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

XII. WARRANTY.

38. Physician shall provide their Services and meet obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Healthcare Center's community and region, and will provide a standard of care equal to, or superior to, care used by similar Physicians on similar projects/work.

XIII. FORCE MAJEURE.

39. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

40. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs, or work stoppages.

41. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

42. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

XIV. REMEDIES.

43. In addition to any and all other rights a party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

44. This notice shall describe with sufficient detail the nature of the default.

45. The Party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this Agreement.

XV. ENTIRE AGREEMENT.

46. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

47. This Agreement supersedes any prior written or oral agreements between the Parties.

XVI. ASSIGNMENT.

48. This Agreement and any duties or obligations hereunder shall not be assignable by the Physician without the written consent of the Healthcare Center in their sole discretion.

49. The Physician may sub-contract their services: a. to another physician as long as

such physician is reasonably satisfactory to the Healthcare Center and executes an agreement with the Healthcare Center similar to this Agreement; and b. to a nurse practitioner or physician's assistant as long as the Physician supervises such person and is responsible for such person's work and to the best of the Physician's knowledge such person is duly licensed and authorized by the appropriate state and state board to perform such services.

50. The Healthcare Center shall have the right to assign this Agreement to another healthcare center, firm, or person without the Physician's consent provided that the assignment does not amend or alter the material terms and conditions of this Agreement with respect to the Physician.

51. Subject to the above, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

XVII. SEVERABILITY.

52. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

53. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XVIII. AMENDMENT.

54. This Agreement may be modified or amended in writing if the writing is signed by the Party obligated under the amendment.

XIX. GOVERNING LAW.

55. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XX. NOTICE.

56. Any notice or communication required or permitted under this Agreement shall be

sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XXI. WAIVER OF CONTRACTUAL RIGHTS.

57. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

EXECUTION:

_____, *Physician*

Date

_____, Representative of _____, *Healthcare Center*

Date