

Independent Physician Agreement

THIS INDEPENDENT PHYSICIAN AGREEMENT (this “Agreement”) is made effective on the [REDACTED] by and between **Medical Office Force, LLC**, with address at **2005 Prince Avenue Athens, Ga. 30606** (hereinafter the “Group”) and [REDACTED] with address at [REDACTED] (hereinafter the “Physician”).

WHEREAS, Medical Office Force, LLC is a group Provider;

WHEREAS, the Group desires to contract with the Physician in the practice of medicine;

WHEREAS, the Physician will act as a medical practitioner for the Group in the aforesaid capacity;

WHEREAS, the Group and the Physician agree to enter into the Agreement setting forth in writing the terms and conditions herein.

NOW, THEREFORE, FOR and in consideration of the foregoing premises, there Parties is hereby agreed as follows:

REPRESENTATIONS

Physician represents that he/she is a duly licensed medical practitioner in good standing where he/she shall be required to perform his/her duties pursuant to this Agreement.

TERM OF AGREEMENT

This Agreement shall take effect, and the Group shall contract with the Physician on the date of effectivity of this Agreement. The group shall contract with the Physician and further agree that such employment shall continue until either party terminates the Agreement expressly made in writing.

RESPONSIBILITIES OF GROUP

- A. The group will sign a BAA to protect the patient’s health information (PHI) shared by the Physicians.
- B. The group will analyze the patient data and help to identify high risk patients, and who will qualify for CCM and RPM per Medicare guidelines.
- C. The group will help Physicians to register patients in CCM and RPM services, as well as educate the patient about the services and use of devices for monitoring patient data.
- D. The group will provide the cellular device to the patient and educate, monitor the patient data, and create a monthly report.
- E. The group will respond to out-of-range data using electronic messaging to the patient and Physicians and will occasionally call the patient and or Physicians (non-emergent service) if the data is significantly out of range.

- F. The group will create a comprehensive care plan as well as monitor patients using monthly calls as per Medicare guidelines.
- G. The group will help the Physicians to reassign Medicare benefits for CCM and RPM.
- H. The group will help Physicians to credential with commercial insurance through CAQH.
- I. The group will develop a monthly report to justify RPM and CCM services and bill to payers and collect reimbursement.
- J. The group will provide Physician monthly reimbursement based on collections and fixed rate per Medicare guidelines.

RESPONSILITIES OF PHYSICIAN

- A. Physicians will provide patient medical information electronically or access to the patient chart.
- B. Physicians will identify high risk patients where the CCM and RPM is medically necessary and order the service.
- C. Physicians shall obtain face-to-face consent to provide medically necessary CCM and RPM.
- D. Physicians or staff will forward the information as well as support and resolution of escalations developed during digital monitoring of the Physician's patient.

PATIENT RECORDS AND NON-DISCLOSURE

The group will sign a Business Associate Agreement with the Physicians, to protect all patient information (PHI).

COMPENSATION

The Physician shall receive as compensation in the amount(s) of \$20.00 per month per patient for each completed reimbursed CCM, and \$30.00 per patient per month for each completed reimbursed RPM. Physicians shall submit a monthly invoice to the Group on or before the 5th of the month.

The Group will provide the number of medical services provided through CCM and RPM digital services and the Physicians will invoice the group based on the report provided.

The Physician is eligible for a quarterly bonus if all metrics are met.

- a. Timely response to escalations.
- b. Continue to discuss services during office visits.
- c. Timely completion of signature on required documents.

The Group shall have the sole discretion to determine whether to award Physician a bonus and the amount of any bonus to be awarded. Physicians acknowledge that any bonus awarded under this Section is not earned until paid.

TERMINATION AND SUSPENSION

The parties agree that any Party may cause the termination of this Agreement by serving a resignation/termination with sixty (60) days' notice;

ASSIGNMENT

No part of this Agreement shall inure the benefit of the Physician's assigns, beneficiaries, heirs, or legal representatives without the Group's prior written consent, except as to designation by Physician a beneficiary to receive any benefit payable hereunder upon the death of the latter, or for the assigns, executors, administrators, or any other legal representative to represent Physician or Physician's Estate.

AMENDMENT

No amendment or modifications to this Agreement shall be made effective and enforceable unless or until such is made in writing and signed by the parties hereto.

CONFIDENTIALITY

For the purpose of this Agreement, confidential Information shall mean any information of the Group, owned by them or acquired through the service activity provided by the latter, including business methods, fees, trade secrets, patient records, medical abstracts, and other management methods which are not publicly known. The Physician shall not disclose any information to be deemed confidential without the Group's express written consent. The foregoing notwithstanding, in the event that the Physician is legally compelled or required by any competent authority to disclose and such confidential information, it shall promptly notify the other party so that the latter may be able to seek protection order or avail itself of other appropriate remedies and/or waive compliance with provisions hereof. The provisions of this section shall survive the termination of this Agreement for whatever reason.

WAIVER

The failure of any party to demand their right to exercise compliance in this Agreement shall not constitute a waiver by said party. Any waiver by and party to any breach constituted by the other must be made in writing and signed by the party waiving such right.

ARBITRATION

The parties hereby agree to submit all disputes and controversies arising from this Agreement by arbitration. The arbitrator shall be selected by both Parties 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; The arbitrator's authority shall be limited to the strict interpretation of its terms of this Agreement. Any resolution by the arbitrator may be reviewed by the court of competent jurisdiction.

GOVERNING LAW

The construction and interpretation of this Agreement shall always and in all respects be governed by the laws of the State of Georgia.

SEVERALBILITY

Should any of the provisions of the Agreement be determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, unenforceability, or illegality shall only affect the said provision, and the remaining provisions hereto shall remain valid, legal, and enforceable.

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.

NO EMPLOYER-EMPLOYEE RELATIONSHIP

The Physician is not an employee and shall at all times remain responsible for payment of all taxes due to her/him as a professional with taxing authorities.

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

BUSINESS ASSOCIATE AGREEMENT

Section 1. DEFINITIONS.

1.01 This Business Associate Agreement (“**BAA**”) is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information (“**PHI**”) (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in the Independent Contractor Agreement (the “**Underlying Agreement**”).

1.02 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the “**HITECH Act**”) and under the American Recovery and Reinvestment Act of 2009 (“**ARRA**”), this BAA also reflects federal breach notification requirements imposed on Business Associate when “Unsecured PHI” (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

1.03 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.04 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the “**Privacy Rule**”) as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

Section 2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

2.01 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required by Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.02 Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.03 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA’s requirements or that would otherwise cause a Breach of Unsecured PHI.

2.04 The Business Associate agrees to the following breach notification requirements:

(a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within forty-five (45) calendar days of “discovery” within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate’s notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules, and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, in violation of this BAA to individuals, the media (as defined under the HITECH Act), the Secretary, and/or any other parties as required under HIPAA, the HITECH Act, ARRA, and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification.

2.05 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.06 Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.524.

(a) Business Associate agrees to comply with an individual’s request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(b) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a “limited data set” as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.07 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526 or

take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

2.08 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

2.09 Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("**EHR**") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three (3) years prior to the date on which the accounting is requested from Covered Entity.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI

made by the Business Associate from such EHR on or after the later of January 1, 2011, or the date that it acquires the EHR.

2.12 Business Associate agrees to comply with the “Prohibition on Sale of Electronic Health Records or Protected Health Information,” as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the “Conditions on Certain Contacts as Part of Health Care Operations,” as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

Section 3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

3.01 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for “treatment, payment, and health care operations,” in accordance with the Privacy Rule.

3.02 Business Associate may use or disclose PHI as Required by Law.

3.03 Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s Minimum Necessary policies and procedures.

3.04 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

Section 4. OBLIGATIONS OF COVERED ENTITY.

4.01 Covered Entity shall:

(a) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI under this BAA.

(b) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate’s permitted or required uses and disclosures of PHI under this BAA.

4.02 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

Section 5. COMPLIANCE WITH SECURITY RULE.

5.01 Effective April 20, 2005, Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term “**Electronic Health Record**” or “**EHR**” as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.02 In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

Section 6. INDEMNIFICATION. The parties agree and acknowledge that except as set forth herein, the indemnification obligations contained under the Underlying Agreement shall govern each party's performance under this BAA.

Section 7. TERM AND TERMINATION.

7.01 This BAA shall be in effect as of the Effective Date of the Underlying Agreement, and shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under Section 7.02.

(b) All of the PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 7.03.

7.02 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed thirty (30) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

7.03 Upon termination of this BAA for any reason, the parties agree that Business associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. The PHI shall be returned in a format that is reasonably expected to preserve its accessibility and usability. Business Associate shall retain no copies of the PHI.

7.04 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA.

Section 8. MISCELLANEOUS.

8.01 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

8.02 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.

8.03 This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

8.04 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

8.05 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

8.06 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

8.07 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement.

BUSINESS ASSOCIATE:

MEDICAL OFFICE FORCE, LLC

By: _____

Name: _____

Date: _____

COVERED ENTITY:

By: _____

Name: _____

Title: _____

Date: _____