**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into the day and year set forth below, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_”), whose mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Principal,” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Minnesota corporation (“\_\_\_\_\_” or “Contractor”) and (collectively, the “Parties”)

WHEREAS \_\_\_\_\_\_\_ is the owner and operator of a Medical Practice Clinics in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Clinic”); and

WHEREAS\_\_\_\_\_\_\_\_\_ employs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Clinic who is licensed to practice medicine in the State of Minnesota and is a resident of \_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS \_\_\_\_\_\_\_\_\_\_ desires to have \_\_\_\_\_\_\_\_\_ provide the services from Dr. \_\_\_\_\_\_\_\_ as the Medical Director of \_\_\_\_\_\_\_\_\_\_\_\_ Community Paramedic Program agrees to provide services related to the Scope of Services attached hereto as Exhibit A, and incorporated herein.

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Contractor agrees to provide services related to the Scope of Services attached hereto as Exhibit A, and incorporated herein.

2. Effective Date and Term. This Agreement shall become effective between the signatories on \_\_\_\_\_\_\_\_\_\_\_\_\_ at 0:00 hours following execution by the Parties. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms, for a maximum of five (5) renewals, unless terminated by written notice, such notice given not less than thirty (30) days prior to the end of the year, unless otherwise agreed by the Parties. The Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor’s obligations under this Agreement.

3. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Principal agrees to pay Parties a maximum of \_\_\_\_\_\_\_\_\_\_\_\_ Dollars per year ($\_\_\_\_\_\_\_\_\_\_) billed at monthly rate of $\_\_\_\_\_\_\_\_. The Contractor shall pay all out-of-pocket expenses incurred while performing the services specified in this Agreement. The Principal shall provide no benefits to the Contractor in addition to the compensation stated above. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. The Contractor is not entitled to workers’ compensation benefits for the performance of the services specified in this Agreement.**

4. Insurance Requirements. During the term of this Agreement, the Contractor shall maintain the following insurance:

(a) Comprehensive General / Professional Liability Insurance for not less than $150,000 per person and $600,000 per occurrence.

(b) Automotive Liability insurance in those instances where the Contractor uses an automobile, regardless of ownership, for the performance of services. Insurance will conform to the requirements of the State of Colorado with limits of not less than $100,000 (bodily injury per person), $300,000 (each accident) and $50,000 (property damage).

5. Maintenance of Licenses and Certifications. During the term of this Agreement, the Contractor shall maintain a license to practice medicine in the State of Minnesota, Board Certified in Family Practice and a valid Driver’s License.

6. Notice. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with a copy to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Principal Representative. The Principal will designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Principal Representative.

8. Independent Contractor. The services to be performed by Contractor are those of an independent contractor and not of an employee of the Principal.

9. Personal Services. It is understood that the Principal enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Principal.

10. Acceptance Not Waiver. The Principal’s approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Principal under this Agreement.

11. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default.

12. Remedies. In the event a party declares a default by the other party, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to

(a) terminate the Agreement and seek damages;

(b) treat the Agreement as continuing and require specific performance; or

(c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party’s reasonable attorney fees and costs incurred because of the default.

13. Indemnification. Contractor agrees to indemnify and hold harmless Principal from any and all damages and liabilities arising from Contractor’s performance of the Scope of Services.

14. Binding Effect. This writing constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

15. Law/Severability. The laws of the State of Minnesota shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

*\*\*\*SIGNATURE PAGE FOLLOWS\*\*\**

CONTRACTOR:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

PRINCIPAL:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**EXHIBIT A**

**SCOPE OF SERVICES**

**The following services will be performed within the scope of the Community Paramedic Program.**

1. Provide clinical supervision of up to 5 Community Paramedics.

2. Provide clinical direction in the development of protocols, policies and procedures.

3. Assist in the ongoing development and implementation of a quality improvement and assurance system.

4. When appropriate, outreach to other physicians to increase the network of medical providers participating in the community paramedic program.

5. Participate on and provide leadership to the Community Paramedic Advisory Committee.

6. Work with Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to ensure quality of care and continued oversight.

7. Safeguard protected health information of individuals and the confidentiality of situations for which Physician's consultation is requested, in accordance with the rules of \_\_\_\_\_\_\_\_\_ and the Health Information Privacy and Accountability Act.

8. Comply with appropriate standards of customer service to the public and provide appropriate consultation in the development and implementation of Community Paramedic protocols to promote the maintenance of high standards of customer service and professionalism.