MEDVANTAGE CONSULTING, eMED CLINICIAN AGREEMENT

MedVantage Consulting eMED Clinician Agreement, is made and entered into as of this ___ day of ________________, 2019 by and between MedVantage Consulting, LLC, a limited liability company, organized under the laws of the state of Colorado herein referred to as (“Company”), and ______________________________ Nurse Practitioner, Physician Assistant or Medical Doctor licensed to practice medicine in the state of ________________ herein referred to as (“Clinician”) and hereafter considered an Independent Contractor. (Company and Clinician may be referred to individually as “Party” or collectively as the “Parties,” from time to time herein.)

WHEREAS, the Clinician shall provide professional medical services in the Clinician’s specialty on a full time or part-time basis for patients that may be referred to Clinician by Company and or Company Consultants. [as more specifically described on Attachment A attached herein]. The Company will refer patients and distribute payer amount(s) as further described in Attachment A attached herein. Clinician shall perform all duties hereunder in accordance with the terms of this Agreement, all applicable federal, state and local laws, regulations and ordinances, and the applicable professional and ethical standards of the medical profession in a timely manner.

WHEREAS, the Clinician shall participate in, and Company shall adopt, all such compliance programs mandated by federal and/or state law or regulation in State where Clinicians location is identified herein and at his or her sole expense unless specifically provided for in this Agreement.

NOW THEREFORE, the Clinician shall at all times render services to patients in a competent, professional and ethical manner, in accordance with prevailing standards of medical practice in the relevant community, perform professional and supervisory services in accordance with recognized standards of the medical profession, and act in a manner consistent with the Principles of Medical Ethics of the American Medical Association and all applicable statutes, regulations, rules, orders, and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction.
WHEREAS, the Clinician shall keep and maintain (or cause to be kept and maintained) appropriate records, consistent with prevailing standards of medical practice in Clinician’s relevant community, relating to all professional services rendered by him/her under this Agreement and shall prepare and attend to, in connection with such services, all reports, claims, and correspondence necessary or appropriate in the circumstances, as determined mutually by Company and Clinician, all of which records, reports, claims and correspondence shall belong to Clinician.

NOW THEREFORE, Non-Solicitation / Non-Circumvention. During the term of this Agreement and for a period of twenty-four (24) months from the termination of this Agreement, it is agreed by both parties that neither shall not, directly or indirectly, either itself or through any employee, health care professionals, hospitals, clinics, laboratores, affiliates, subsidiaries or other individuals or entities, solicit or intentionally induce or otherwise influence any referral sources, vendors, business relationships, of the other party, or any other individual or entity that has a business relationship with the other party, whether related to this Agreement or not, to work, deal, or engage in its business directly with any affiliate or subsidiary or successor of the other party.

State and Federal regulations. Stark Law. The federal physician self-referral and payment prohibitions (42 U.S.C. § 1395nn; Section 1877 of the Social Security Act) generally forbid, absent qualifying for one of the enumerated exceptions, a physician from making referrals for the furnishing of any “designated health services,” for which payment may be made under the Medicare or Medicaid programs, to any entity with which the physician (or an immediate family member) has a “financial relationship.” (It shall be noted the payment of fees as referred to in this Agreement do NOT fall under the Stark Law, as payment of fees identified herein are for services rendered only with NO association to payments from Medicare or Medicaid programs.)

FURTHER NOTED, the Company and all Company Healthcare Consultants are HIPPA Certified and with strong commitments to HIPPA compliance regulations.

WHEREAS, this Agreement may not be terminated unless in accordance with the following provisions: (I) This agreement may be terminated if Clinician fails to perform its duties or materially breaches any obligation in the agreement, and the failure or breach is not corrected within thirty (30) days of receiving written notice from Company. (II) This agreement may be terminated if Company fails to perform its duties or materially breaches any obligation in the agreement, and the failure or breach is not corrected within thirty (30) days of receiving written notice from Clinician.

In the event this Agreement is terminated, whether with or without cause, in accordance with Agreement herein, Clinician shall only be entitled to Fees for services rendered prior to such termination, and no other fees, payment or compensation whatsoever.
NOW THEREFORE, the representations, warranties and covenants set forth herein shall be ongoing representations, warranties, and covenants during the Agreement Term, and Clinician shall immediately notify Company of any change in the status of the covenant, representation or warranty set forth herein. Any material breach of representations, warranties or covenants contained herein by Clinician shall give Company the right to terminate this Agreement immediately for cause as defined in this Agreement.

Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail.

If to Company: MedVantage Consulting, LLC

2004 Tournament Ct
Evergreen, CO 80439

If to Clinician: ____________________________
Address: _________________________________
________________________________________

This Agreement shall commence on the Effective Date and shall continue for a term of one (1) year. This Agreement shall renew automatically for additional terms of one (1) year each subject to termination clause as defined in this agreement.

This Agreement constitutes the entire agreement between Company and Clinician with respect to matters relating to patients that may be referred to Clinician from time to time, and it supersedes all previous oral or written communications, representations or agreements between the parties. Notwithstanding the foregoing, nothing herein is intended to alter the relationship between Clinician and the Company’s Staff as governed by the Medical Staff Bylaws except as stated to the contrary herein.

Each signatory represents that [he or she] is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered.

IN WITNESS HEREOF, the parties hereby execute this Agreement.

Company:                                            Clinician:

______________________________    ______________________________
MedVantage Consulting, LLC

By: ______________________________

_ Duane Henneman, CEO _

By: ______________________________

_ Duane Henneman, CEO _
ATTACHMENT A

Clinician Participation and Compensation

MedVantage Consulting, LLC and/or it’s HIPPA Certified Consultants, hereby agree to provide Medicare, Medicaid or Private Insurance members, Patient Hereditary Cancer Test Requisition Forms to Clinician for the purpose of evaluating and qualifying such patient for a Letter of Medical Necessity as required to obtain the Genetic Cancer Screening (CGx).

The following notifications will be required by Clinician of record:

- It is hereby noted that Clinician my option to contact patient directly to discuss any question or concern in determine the patient’s eligibility for the Letter of Medical Necessity.

- Clinician may be asked to attend Health Fairs and other Senior Events from time to time to assist MedVantage Consultants at such events in reviewing Medicare patients Letter of Medical Necessity qualifications in person.

- Such requisition form may be forwarded to Clinician electronically, or by email for review and approval.

- Clinician is expected to review the submitted patient requisition forms and if qualified for Letter of Medical Necessity, complete such transaction within 48 hours of receipt of request.

- Clinician may expect to receive requests for Letters of Medical Necessity from MedVantage Consultants in a geographic area related to Clinicians location. At such time that such requests exceed 100 requests per month, MedVantage may option to establish another Clinician in same geographic area.

- Clinician’s authorized Letter of Medical Necessity will be returned to submitting Consultant to complete patient’s required documents, buccal swab and forward to the Lab.

- Clinician must be approved by Medicare in the State in which they reside or approved in such State in which Medicare patient resides.

- It shall be noted, results of all tests completed will be forwarded to Patient’s Family Physician of record for review and consultation with patient.
For such services rendered Clinician will be compensated as follows:

- Company will pay Clinician for services rendered, One Hundred Twenty Five ($125.00) Dollars per each Letter of Medical Necessity as submitted by Clinician for the purpose of completing a Genetic Cancer Screening (CGx) for each patient.
- Commission will be paid on or before the 15th of the month following month tests are successfully completed and receipted by Company.
- Termination. In the event this Agreement is terminated, whether with or without cause, in accordance with Agreement herein, Clinician shall only be entitled to Fees for services rendered prior to such termination, and no other fees, payment or compensation whatsoever.
- This Agreement shall commence on the Effective Date and shall continue for a term of one (1) year. This Agreement shall renew automatically for additional terms of one (1) year each subject to termination clause as defined in this agreement.

This concludes the Clinician’s responsibilities and compensation as described herein.

COMPANY AND CLIENT SIGNATURES

Company:

MedVantage Consulting, LLC

Signature: Duane Henneman, CEO
Print Name: Duane Henneman, CEO

Clinician:

Signature:______________________________
Print Name:______________________________
Date:______________________________