

CHECKLIST FOR MEDICAL DIRECTOR AGREEMENTS

*This checklist does **NOT** cover all clauses that should be in an agreement. Depending on the factors below, and the circumstances of each agreement, revisions or additional language may be needed.*

OPENING PARAGRAPH (Parties)

This _____ Agreement is made by and between

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, a public institution of higher education in the State of Texas (hereinafter “TTUHSC”), on behalf of its School of _____, Department of _____, _____ campus, and

FULL LEGAL NAME of the other party.

- Any d/b/a name.
- Description of status (public, private, non-profit)
- Example:
 - ABC Hospital, Inc., a Delaware corporation, d/b/a Specialty Hospital, a private non-profit hospital registered in Texas.
- Physician not listed as a party to the Agreement, but may sign an acknowledgement at signature block.

**Insert
Section #s**

RECITALS

- Language that Agreement is necessary for the functioning of the Facility.
- Address of facility where services will be provided.
- Describe that TTUHSC desires to provide the services of its **employed** physician, **insert name**, M.D. (“Physician”) who is qualified to provide . . .
 - Clarify throughout Agreement that “TTUHSC agrees on behalf of its employed physician that . . .

SERVICES OF MEDICAL DIRECTOR

- **Describe Services.** All aspects of medical director services to be provided.
 - Generally anything that does **not** involve direct patient care.
- **Log Required.** Include statement that Medical Director is required to keep a LOG of medical director activities.
 - Duties may be documented through meeting minutes, training materials, planning reports, presentations, etc.
- **Substitute.** Describe procedure for a substitute medical director if needed.
- **Patient Care Separate.** Add statement that patient care is separate:
 - Notwithstanding other language in this Agreement, the Parties confirm that duties provided as Medical Director under this Agreement do not include providing direct patient care. If

patient care is to be provided, it will be the subject of a separate agreement for physician services.

Insert
Section #s

COMPENSATION FOR MEDICAL DIRECTOR SERVICES

- **Amount.** Is it consistent with amount paid for similar services at other facilities? (IE., \$\$ per hour.)
- **Time or schedule.** Identify estimated schedule or time to fulfill the duties (per hour/week/ month).
- **Fair Market Value.** Department maintain documentation of FMV (or payment could be construed as remuneration in exchange for business / referrals, anti-kickback violation.). Some factors to consider:
 - Are the services needed? (Size of facility, number of patients, level of need.)
 - Is a specialty physician required?
 - If there is more than one Medical Director, explain why these services needed?
 - Level of facility management, existing protocols, coordination with staff.
- **No Billing to Third Parties.** Add statement:
 - "The Parties agree that no third party will be billed for services provided by TTUHSC's physician under this Agreement."
- **Stark Statement.** Add statement that compensation is not tied to volume or value of any referrals or other business generated between the parties. (For example, admissions, diagnostic tests ordered, etc.).

TERM AND TERMINATION

- **Start Date.** Should be a future date after signatures are obtained.
- **Termination Options.**
 - Both parties must have similar termination options (xx days prior written notice).
 - TTUHSC must be able to terminate immediately upon nonpayment as agreed.
- **Terminate within one year.** Add clause:

In the event of the termination of this Agreement for any reason prior to the one (1) year anniversary date hereof, the Parties hereto agree not to enter into the same or substantially the same arrangement for the remainder of the said twelve (12) month period.

TTUHSC RESPONSIBILITIES

- **Insurance, Professional Liability.** For TTUHSC, insert clause from Contract Manual for Malpractice and Professional Liability Insurance:
 - <http://www.fiscal.ttuhs.edu/contractingmanual/cont4-03.aspx>
- **Indemnification.** Delete indemnification - TTUHSC as a state agency is not able to indemnify the other party.

OTHER PARTY RESPONSIBILITIES

- **Add clauses if not already included:**

Other Party will provide necessary space, equipment, and supplies which meet current standard of

care, and support staff who hold current licenses or certification.

Other Party shall maintain, during the term of this Agreement and any extensions thereof, professional liability insurance, evidence of which shall be available upon request, and shall immediately notify TTUHSC of any changes to or events affecting the status of the insurance.

Insert
Section #s

MUTUAL RESPONSIBILITIES FOR BOTH TTUHSC AND OTHER PARTY

- **Compliance.** Both Parties will comply with applicable laws and regulations such as HIPAA, HITECH, ACA, Joint Commission, civil rights, and other applicable laws and regulations.
- **Disclosures, Notices.** Events or other actions such as loss of license, adverse action, event that materially affects ability to perform obligations, etc.)
- **Exclusion.** Representation that neither Party is excluded, or TTUHSC physicians providing services under this Agreement.
- **Independent Contractors.** The Parties are acting as an independent contractor to each other.
- **Records.** Access to and maintaining records upon request from DHHS.

MISCELLANEOUS

- **Arbitration / Medication.** Delete binding arbitration -- TTUHSC as a state agency cannot agree. Insert the Mediation or Arbitration clause from the Contract Manual:
 - <http://www.fiscal.ttuhs.edu/contractingmanual/cont4-03.aspx>
- **Advocate.** Delete that Medical Director shall advocate for the other party in the community.
- **Confidentiality / Public Information Act.** Add Public Information Act clause from the Contract Manual
 - <http://www.fiscal.ttuhs.edu/contractingmanual/cont4-03.aspx>
- **Confidentiality Statement of Medical Director.** If other Party requires medical director to sign a standard of conduct or confidentiality statement, this needs to be reviewed on a case by case basis.
- **Credentialing / Peer Review Input.** If Medical Director participates in peer review activities, add:
 - For peer review activities, **name of other party** represents and warrants that it has a Peer Review Committee which meets statutory requirements found in the Texas Occupations Code.
- **HIPAA / Business Associate.** Business Associate language and replace with the following:
 - Both Parties acknowledge that Physician is providing Medical Director services as part of _____'s workforce, as that term is defined under HIPAA, and is subject to confidentiality obligations applicable to _____'s employees and other persons under its control.

SIGNATURES

- Signature block - same legal names as in opening paragraph.
- IF physician signs, add:
Although not a party to this Agreement, I hereby acknowledge that I have read this Agreement

and understand the obligations hereunder.

Name: _____

Date: _____

___ **Attachments.** List the attachments or exhibits to be found with this Agreement.