**MEDICAL ADVISORY BOARD AGREEMENT**

This Medical Advisory Board Agreement ("Agreement") is entered into on \_\_\_\_\_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_\_\_\_\_\_\_(**"Facility**"), and Avante Physician Group (APS) ("**Provider**")

**RECITALS:**

A. Group contracts with the provider to provide medical advisory services such as described below.

B. Avante Physician Group ("Provider) will provide the services described below.

C. Facility operates a skilled nursing facility and has a need for medical consulting and advisory board services on the terms and conditions set forth in this Agreement.

D Facility desires to contract with Group to provide physician services to serve in such capacity, and Group desires to so contract with Facility.

Now, therefore, in consideration of the premises and the mutual covenants herein set forth, the Parties agree as follows:

1. **Responsibilities of the Provider**
	1. **Ethical responsibilities:** It is recognized that as a licensed member of the medical profession, Physician is subject to certain duties and responsibilities, including of an ethical nature, impacting and constraining various aspects of any consulting services to be performed hereunder. Those duties and responsibilities include patient and customer confidentiality (including HIPAA regulations), consent, competency, potential liability, costs, and often other related considerations which are frequently compounded by the conflicting demands of government, the judiciary, health care providers and customers. They also may focus on current issues potentially implicating biological, legal, financial, and moral viewpoints which may interrelate and shape any decision- making process.
		1. Stay abreast of developments in medicine, bioethics and their implications on risk management, and liability;
		2. Stay abreast of regulatory changes affecting the Facility and its patients;
		3. Work in concert with the Facility's leadership, its Medical Director, and Facility staff to develop Quality Assurance and Quality Improvement (QAPI) protocols, policies, procedures and best practices, in accordance with state and federal requirements and the prevailing standards of professional practice; and
		4. During the term of this Agreement, The Provider shall devote such time and energies as is reasonably necessary to fulfill his/her obligations under this Agreement and perform the duties and obligations set forth in Exhibit A, which is fully incorporated into this Agreement ("Services").
	2. **Physician Qualifications:** While this Agreement is in effect, Physician shall remain duly licensed and qualified as a physician under law and as required by other boards of authority.
		1. Physician's license will be clear and active with no history of discipline, exclusion, or sanction on file.
		2. Physician must be certified or credentialed through a recognized certifying or credentialing organization or by the Facility's legal or compliance departments. Documentary support for credentialing may include:
			1. Curriculum Vitae;
			2. Date of birth, driver's license number, and social security number;
			3. Copy of all valid licenses and permits; and
			4. Current certificate of insurance (evidence of coverage).
	3. **Time Records:** Physician shall record promptly and maintain all information pertaining to Physician's performance of duties under this Agreement. The Provider is responsible for billing patient insurances as applicable for all services provided to the patients of the Facility.
2. **Responsibilities of the Facility**
	1. **Policies and Procedures:** Physician shall record promptly and maintain all information pertaining to Physician's performance of duties under this Agreement. The Provider is responsible for billing patient insurances as applicable for all services provided to the patients.
	2. **Compliance with Regulatory Requirements:** Notwithstanding any other provision in this Agreement, the Facility shall remain responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.
3. **Representations and Warranties of Group and Its Providers:** Group represents and warrants to Facility as follows
	1. Group is not bound by any agreement or arrangement which would preclude Group from entering into this Agreement or Physician from fully performing the Services required under this Agreement;
	2. Physician's and Physician Extender's license to practice medicine has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way;
	3. Physician's and Physician Extender's medical staff privileges at any health care facility or agency have never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
	4. At all times during the Term of this Agreement, Physician and Physician Extender's shall remain duly licensed and registered and in good standing under the laws to engage in the practice of medicine and to prescribe controlled substances, and that said licenses and registrations have not been suspended, revoked or restricted in any manner;
	5. Physician and Physician Extender's is not currently under investigation for nor has Physician been convicted of any offense related to the delivery of a health care item or service under any state or federal or private health care benefit program;
	6. Physician and Physician Extender's has never been required to pay any civil monetary penalty regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state, federal, or private health care benefit program;
	7. Physician and Physician Extender's is not excluded from participation in any state, federal or private health care benefit program.
	8. Group maintains independent general, professional, and worker's compensation insurance and shall provide Facility evidence of such coverage on reasonable request by Facility.
	9. Physician and Physician Extender's represents and warrants that the Time Commitment contained in Section 7.c. for the Services identified on Schedule A is acceptable and consistent, in all respects, with Physician's performance of any other unrelated contractual obligations
	10. Physician will perform the services required hereunder in accordance with
		1. all applicable federal, state, and local laws, rules and regulations;
		2. all applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable) and any other relevant accrediting organizations; and
		3. all applicable bylaws, rules, regulations, procedures, and policies of the Facility and its medical staff; such bylaws, rules, regulations, procedures, and policies shall include, without limitation, those relating to timely completion of medical records.
	11. Group will notify Facility in writing immediately if it becomes aware that any of the above representations or warranties are no longer true
4. **Representations and Warranties of Facility:** Facility represents to Group as follows:
	1. Facility and its employees are not currently listed by a federal agency as debarred, excluded, or otherwise ineligible for participation in a federally-funded health care program;
	2. Facility and its employees have not been convicted of, nor indicted for, a crime related to health care; and
	3. Facility is in good standing under the laws of the State of Michigan and has the authority to enter into this Agreement.
	4. Facility will notify Physician in writing immediately if it becomes aware that any of the above representations or warranties are no longer true.
5. **Independent Contractor:** In performing the Services herein specified, Group and Physician are acting as independent contractors, and shall not be considered employees of Facility. It is agreed and acknowledged by the Parties that, as independent contractor, Group retains the right to provide services outside of this Agreement, and nothing in this Agreement shall be interpreted as limiting or restricting that right in any way. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, andnothing herein contained shall be construed to authorize either Party to act as agent for the other**.**
6. **Term and Termination:**
	1. **Term:** The term of this Agreement ("Initial Term") shall be one (I) year commencing on the Effective Date. At the end of the Initial Term and any Renewal Term (as defined herein), the term of this Agreement will automatically renew for additional periods of one (I) year (a "Renewal Term") unless earlier terminated as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Initial Term or the last Renewal Term, as applicable.
	2. **Termination Without Cause:** Either Party may, in its sole discretion, terminate this Agreement without cause by giving the other Party at least thirty (30) days' prior written notice.
	3. **Termination for Breach:** This Agreement may be terminated at any time by either Party for cause in the event of a breach of any term or condition and failure of the defaulting Party to cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-defaulting Party. This Agreement may be terminated immediately by the Facility for unsatisfactory service by Physician which detrimentally affects patient care, or any immoral or unethical act affecting his/its reputation or image, or upon the determination that any of the representations made by either Party under this Agreement are false.
	4. **Effect of Termination**: As of the effective date of termination of this Agreement, neither Party shall have any further rights or obligations hereunder except: (i) as otherwise provided herein; (ii) for rights and obligations accruing prior to such effective date of termination; and (iii) arising as a result of any breach of this Agreement.
7. **Compensation:**
	1. **Billing**: Group shall not bill or assert any claim for payment against any patient for administrative services performed by Physician under this Agreement. All Billing and billing responsibilities will be done by the Provider for services rendered in the facility that are applicable to Federal and State law.
8. **HIPPA Compliance:** The Parties agree to enter into a Business Associate Agreement as may be required to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. The Business Associate Agreement is attached hereto as Exhibit B and incorporated herein by this reference hereto
9. **Non-Discrimination:** Each Party agrees to act in accordance with all laws regarding discrimination on the basis of race, color, religion, creed, sex, sexual orientation, sexual identity, age, national origin, disability, political affiliation or belief in the course of fulfilling its respective obligations under this Agreement.
10. **Insurance:** Facility will provide adequate liability insurance coverage for all administrative duties provided under this Agreement. Group agrees to maintain, or cause Group to maintain, professional liability insurance during the Term of this Agreement in per claim and aggregate amounts in accordance with Florida law. Group shall provide to Facility a certificate of insurance reflecting said coverage, and providing that Facility will receive notice of any cancellation, restrictions, limitations or modifications to the coverage contemplated herein. Group's insurance shall be primary.
11. **Indemnification**: The Parties each agree to save, indemnify and hold harmless the other Party, its officers, directors, shareholders, employees, agents, parent companies and affiliates, against any and all claims, demands, lawsuits, actions, losses, damages, liabilities, judgments and expenses (including reasonable attorney's fees and costs) based upon, arising out of or attributable to the negligent or intentional acts or omissions by the other Party, its officers, directors, shareholders, employees, agents, parent companies, and affiliates, in connection with the terms and conditions of this Agreement.
12. **Entire Agreement/Modification:** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.
13. **Governing Law and Venue**: This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation arising under this Agreement shall be in the county where the Facility is located, and the Parties unconditionally consent to same.
14. **Counterparts, Facsimile or Electronic Signature:** This Agreement may be signed in one or more counterparts including via facsimile, email or by electronic signature, each of which, when so executed, shall be deemed to be an original, and such counterparts when taken together, constitute and be one and the same instrument, binding on all Parties hereto. A signed facsimile, photocopy or PDF version of this Agreement shall be binding on the Parties to this Agreement.
15. **Notices:** All notices hereunder shall be in writing, delivered personally (with hand receipt),

If To Facility:

If To Group: Avante Physicians Group

 5900 Lake Ellenor Dr. Suite 700C

 Orlando FL, 32809

1. **Waiver:** A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
2. **Caption:** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
3. **Assignments; Binding Effect:** Group shall not assign or transfer, in whole or in part, this Agreement or any of Group's duties or obligations under this Agreement without the prior written consent of Facility, and any assignment or transfer by Group without such consent shall be null and void. This Agreement is assignable by Facility without consent or notice.
4. **Referrals:** The Parties acknowledge that none of the benefits granted Group hereunder are conditioned on any requirements that Group or its Physician make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Facility. The Parties further acknowledge that Group's Physician is not, as applicable, restricted from establishing staff privileges or referring any patient to, or otherwise generating any business for any other facility or agency of Group's choosing.
5. **Severability**: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby and this Agreement will be construed and enforced as if such invalid, illegal or unenforceable provisions had not been included herein. To the extent permitted by applicable law, each Party waives any provision of law which renders any version of this Agreement invalid, illegal or unenforceable in any respect.
6. **Compliance Certification:** Group acknowledges that Facility has a Corporate Compliance Program, HIPAA Compliance Program and other policies and procedures (collectively referred to as "Policies"), to which Group and its Physician shall act in conformance with in providing Services to Facility.
7. **Review and Acceptance:** Group acknowledges that this Agreement is not binding on the Parties unless signed by Facility's President or Vice President, or the Executive Director/Administrator after legal review and acceptance, as evidenced by his or her signature below.

**IN WITNESS WHEREOF,** the Parties hereto have duly executed this Agreement on the date set forth below, which is effective as the Effective Date:

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

Signature Signature

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Printed Name: Printed Name:

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

Printed Tite: Printed Title:

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**Exhibit A:**

**MEDICAL ADVISORY BOARD AGREEMENT SCOPE OF SERVICES**

**This Exhibit A sets forth the services Group through its appointed Physician, shall provide at the Facility during the Term of the Agreement.**

1. Work closely with the Medical Director and Facility Providers to review current patients in house utilizing Chronic Care management to manage the Chronic Conditions per CMS guidelines.
2. Work closely with Medical Director and Facility providers to provide off hour telehealth services for the facility to monitor and assess patients in the facility.
3. Provide access to Artificial Intelligence Platform SAIVA in order to drive patient outcomes and results.
4. In an emergency where the health of a resident is in jeopardy and the attending physician covering physician, or Medical Director is not available, Physician, with prior approval of the Facility and the Medical Director, will assume temporary responsibility of the care of the resident and provide the care deemed necessary.
5. Meet at least quarterly with the quality assessment and assurance committee of the Facility and participate in QAPI process, development, and review.
6. Participate in staff mentorship, education, in-service training, and family and community education as requested.
7. Abide by applicable facility policies and procedures and respond to Facility's requests for services in a timely manner.

[Remainder of this page intentionally left blank] [Exhibits Follow]

**Exhibit B:**

**Business Associate Agreement (BAA)**