MEDICAL DIRECTOR
AGREEMENT
FOR __________________ INC.

MADE THIS _______ DAY OF _____________, 20__
EFFECTIVE DATE: _____________, 20__

BY AND BETWEEN
________________, INC., of ________________ County, a _______ (State), a
_______ (State) corporation (hereinafter referred to as the “Company”).

AND
___________________, M.D. (hereinafter referred to as the "Medical Director").

WITNESSETH:

WHEREAS, the Company is organized for the purpose of operating, developing
and managing a _____________ Center (the “Center”), as hereinafter defined,
specializing in the treatment of ___________. The term “Center” shall mean the
____________ center located at ________________________.

WHEREAS, the Medical Director is a physician Board certified in ___________
and specializing in ______________ and capable and desirous of providing medical
direction of the Center; and

WHEREAS, the Company desires to have the Center under the medical direction
of a medical director, who will perform services provided for in this Agreement; and

WHEREAS, the Company has selected the Medical Director to perform medical
direction services at its Center as an independent contractor; and

WHEREAS, the Medical Director agrees to perform medical direction services at
the Company’s Centers under the terms of this Agreement.
NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. **APPOINTMENT**

   The Company has approved the appointment of ____________________, M.D. to serve as Medical Director of the Company.

2. **DUTIES OF MEDICAL DIRECTOR**

   The Medical Director shall serve as an independent contractor to the Company and shall oversee and supervise the clinical aspects of the Company and shall ensure compliance of the Center with the clinical doctrines of the Company. Additionally, the Medical Director shall perform all the administrative, supervisory and educational functions relative to the clinical components of the Company as required from time to time by the Company's Chief Executive Officer and Chief Operating Officer, including but not limited to the functions set forth on Exhibit A attached hereto and incorporated herein, all subject to the oversight and direction of the Board of the Company. The Medical Director shall not refer patients to the Center.

3. **DUTIES OF COMPANY**

   The Company shall provide at its cost or expense all of the supplies, equipment and non-physician personnel required for the provision of services in the Center. The non-physician personnel will be recruited by and be subject to the personnel policies of the Company. The Company shall provide the necessary equipment and maintenance and facility services.

4. **RELATIONSHIP OF THE PARTIES**

   The parties to this Agreement intend that the relationship between them be that of company and independent contractor. None of the benefits provided by the Company to its employees are available to the Medical Director. Medical Director agrees to be solely and entirely responsible for his acts and for the acts of his employees and agents, and for paying all applicable taxes required by law, such as payroll, income, withholding and social security taxes, and all applicable insurance required by law, such as workers compensation and unemployment insurance and the Medical Director will indemnify and hold the Company harmless from any and all loss or liability arising from his failure to make such payments, withholdings and benefits, if any. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of the Medical Director, the Medical Director agrees to notify the Company immediately and cooperate and participate, if requested, in any discussion or negotiation occurring with such agency, regardless of with whom or by whom such discussions or negotiations are initiated. Medical Director shall ensure that all of its employees, agents and independent
contractors rendering services hereunder meet the obligations specified herein. The Medical Director, his employees and agents shall, at all times, exercise complete discretion and independent professional judgment in the performance of the professional services rendered hereunder. Upon the execution of this Agreement by the Center and the Medical Director, all previous Agreements between the parties regarding the subject matter hereof, if any, whether oral or written, shall be terminated.

5. **COMPENSATION**

   (a) During the term of this Agreement, the Company shall pay the Medical Director, as the full amount due for all services provided pursuant to this Agreement _________________ Dollars ($_____) per hour for each appropriately documented hour of services provided hereunder. Medical Director specifically agrees and covenants that the compensation received by him under this Agreement shall satisfy and discharge in full all Medical Director’s claims on the Company for compensation.

   (b) If at any time, State or Federal law, rules or regulations make compensation unlawful, the Medical Director and Company shall meet, as soon as practical, to discuss an amendment to this Agreement regarding compensation or billing. In the event the parties are unable to agree to such modification within ten (10) days, either party may immediately terminate this Agreement.

   (c) It is understood and agreed that the Company may withhold all or any part of the compensation owed to the Medical Director if the Medical Director fails to complete or document his duties pursuant to this Agreement.

6. **INSURANCE OR PROFESSIONAL LIABILITY COVERAGE**

   Medical Director agrees to obtain and maintain, at his sole expense, during the term of this Agreement, professional liability insurance coverage for himself with minimum limits of coverage of Two Hundred and Fifty Thousand Dollars ($250,000) per claim and Seven Hundred and Fifty Thousand Dollars ($750,000) in the annual aggregate. The Medical Director shall provide Company copies of the current and valid certificates of professional liability insurance applicable to him at any time upon Company's request. The Medical Director further agrees to provide the Company with a copy of malpractice insurance certificate within thirty (30) days of the annual renewal of his insurance policy. In the event the policy of liability insurance applicable to him is written in a claims-made form, Medical Director agrees to maintain such insurance with the same liability carrier in the same amounts maintained hereunder for a period of four (4) years following the termination of this Agreement for any reason. Alternatively, Medical Director shall immediately purchase “tail coverage” in the amount of insurance required hereunder for a period of four (4) years following the expiration or termination of this Agreement for any reason. Medical Director agrees that Company, in its sole discretion, may withhold compensation payable hereunder to purchase such tail coverage on Medical Director’s behalf.
7. **ABSENCES**

During the Medical Director’s absence due to vacation, illness, professional education or other absences, which prevents him from fulfilling his duties pursuant to this Agreement, the Medical Director shall notify the Company chief executive officer of his absence.

8. **CONTINUING PROFESSIONAL EDUCATION**

The Medical Director shall attend continuing education programs so as to remain current with the advances in his field of expertise as it relates to services provided in the Center. The continuing education programs will be attended at the Medical Director’s expense.

9. **COMPLIANCE WITH PROFESSIONAL STANDARDS**

The Medical Director agrees to perform all professional services hereunder in strict accordance with the prevailing standard of care in the relevant community. The Medical Director shall notify the Company of any suspension of his license or certification involving him by the ______(State) Department of Business and Professional Regulation, the Department of Health, Medicare, Medicaid or any professional organization of which the Medical Director is a member. Medical Director shall comply with, all federal, state, county and municipal laws, rules, ordinances and regulations applicable to the practice of medicine.

10. **CONFIDENTIALITY**

The Medical Director shall not disclose information relating to any and all Company’s operations, policies or procedures without the consent of the Company.

11. **OBLIGATIONS OF MEDICAL DIRECTOR**

The Medical Director shall meet his obligation to provide services under the terms of this Agreement by:

(a) Meeting and continuing to meet the criteria established by the Company;

(b) Complying with the rules and regulations, policies and directives of the Company;

(c) Complying with all applicable statutes, rules, regulations and standards of any and all governmental authorities and regulatory and accreditation bodies relating to physicians, medical directors and hospitals, applicable to the provision of the ____ center services; and
(d) Maintain his Medicare provider status during the term of this Agreement.

12. TERM

This Agreement shall be in force for an initial period of twelve (12) months. Thereafter, this Agreement shall automatically renew for successive periods of twelve (12) months, unless, without affecting the parties' ability to terminate this Agreement pursuant to any provision of this Agreement, either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then current twelve (12) month period.

13. TERMINATION

This Agreement may be terminated by agreement of the parties or by operation of law or as provided for elsewhere hereinbelow, as follows:

A. For Cause. This Agreement may be terminated immediately by the Company by giving written notice to Medical Director, for "good and sufficient cause" as that phrase is defined below.

As used herein, "good and sufficient cause" shall mean Medical Director's: (i) being charged with commission of a felony; (ii) loss or suspension of his license to practice medicine in the State of _______(State); (iii) failure, inability or refusal to perform as required of him under this Agreement or to comply with the material terms and conditions of this Agreement, for any reason other than his illness or physical or mental incapacity; (iv) in the event the Medical Director acts in such a manner involving self-dealing or which creates a conflict of interest or places him in a posture adverse to the best interests of the Company; (v) the Medical Director's permit or license to dispense or prescribe drugs or controlled substances in _______(State) shall have been revoked, suspended or restricted; (vi) the Medical Director's right to participate in the Medicare and Medicaid programs shall have been revoked, suspended or restricted; (vii) the unlawful harassment by Medical Director, including sexual harassment, of any employee, agent or independent contractor of the Company; (viii) if the Medical Director breaches any provision of this Agreement and such breach is not cured within ten (10) days of the Company providing Medical Director written notice specifying the breach.

B. Termination Due To Disability. This Agreement may be terminated by the Company in the event Medical Director is unable for a continuous period of thirty (30) days or more to perform the services required of him by this Agreement by reason of his physical or mental disability, although during such thirty (30) day period Medical Director shall be compensated as provided in this Agreement.
C. Termination Due to Death. This Agreement shall be deemed to be automatically terminated upon Medical Director's death.

D. Termination on Company's Bankruptcy. This Agreement may be terminated, at Medical Director's option, upon notice to the Company if the Company shall apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, file a voluntary petition in bankruptcy, admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating the Company a bankrupt or insolvent or approving a petition seeking reorganization of the Company, or appointing a receiver, trustee or liquidator of the Company or of all or a substantial part of its assets.

E. Sale of Assets. This Agreement may be terminated by either party in the event of a sale of substantially all of the assets of the Company under circumstances where the obligations of the Company under this Agreement are not assumed by the purchaser (or an affiliate thereof) and, where Medical Director is not engaged by the purchaser (or an affiliate thereof) within thirty (30) days of the closing of such transaction, Medical Director shall be deemed to have been given immediate notice of termination.

F. Termination Without Cause. This Agreement may be terminated by either party at any time for any reason by providing the other party at least thirty (30) days written notice of termination.

14. WAIVER

A waiver of the breach of any covenant, agreement, term or condition of this Agreement by either party shall not constitute a waiver of any subsequent breach or breaches.

Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege (hereinafter “Right”) under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same or of any other Right, nor shall any waiver of any Right with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

15. COMPLIANCE

All applicable statutes, rules regulations and standards of any and all government authorities and regulatory and accreditation bodies relating to medical directors, physicians and hospitals, and to the provision of ____ center services, shall be fully complied with by all parties hereto. Insofar as Sections 952 of P.L. 96-499 (42 U.S.C.
Section 1395x(v) (1) (l) is applicable to this Agreement, the Medical Director agrees to the following:

(a) until the expiration of five years (5) after the furnishing of such services pursuant to this Agreement, the Medical Director shall make available, upon written request to the secretary of the Federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Medical Director that are necessary to certify the nature and extent of the cost of services provided pursuant to this Agreement; and

(b) if the Medical Director carries out any of the duties of this Agreement through a subcontract, with a value or cost of $10,000.00 or more over a twelve (12) month period, with a related organization, or substitute Medical Director, such subcontract shall contain a clause to the effect that until the expiration of five (5) years after the furnishing of such services pursuant to such subcontract, the related organization or substitute Medical Director shall make available, upon written requests to the Secretary of the Federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract.

16. BILLING

Medical Director agrees that all fees, charges and income arising out of Medical Director's services on behalf of the Company during the term of this Agreement shall be and remain the property of the Company. Medical Director irrevocably assigns and transfers to the Company all right, title and interest of Medical Director to any fees, charges or income (whether in cash, accounts, goods or other property of value) resulting from or incident to Medical Director's practice of medicine pursuant to this Agreement and does hereby appoint the Company as Medical Director's exclusive agent and attorney-in-fact to bill and collect the same and to enforce Medical Director's interest therein. In the event patients pay their fees directly to the Medical Director, any amounts so collected shall be promptly paid over or endorsed by the necessary parties for deposit in bank accounts in the name of the Company. The Company shall not be liable to the Medical Director for: (i) the Company's decision made in good faith concerning billing and collection matters, (ii) any violation of law by Medical Director regarding billing or collection that arises as a result of Medical Director's actions or failures to act, or (iii) any economic impact of the actual inability to collect fees for services rendered. Moreover, Medical Director appoints the Company or its designee as his exclusive agent and gives the Medical Director or its designee the exclusive right to negotiate and execute on his behalf all contracts providing payment for services with third party payment programs, health maintenance organizations, alternate health care delivery systems, insurers, employers and any other payers. Medical Director agrees not to participate in any such payment program or health care delivery plan without the
prior written consent of the Company.

17. **RECORDS AND REPORTS**

All records pertaining to the provision of care of patients at the Center shall be the property of the Company and shall at all times be freely available for the use of the Medical Director, provided, however, that such records may not be removed from the Company without the Company's specific consent.

18. **NOTICES**

Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties in writing, by registered or certified mail, postage prepaid, (said notice being deemed given as of the date of mailing) or delivered personally to the addresses at the following addresses unless a party shall otherwise designate a change of address by notice to the other party:

**TO COMPANY:**

_______________________________

**TO MEDICAL DIRECTOR:**

_____________________________

_____________________________, FL

19. **SECTION HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The recitations set forth at the beginning of this Agreement are incorporated as part of this Agreement as if fully set forth herein.

20. **GOVERNING LAW/VENUE**

This Agreement shall be construed and enforced in accordance with the laws of the State of _______(State), and venue for any action taken based on this Agreement shall lie in ___________ County, _______(State).

21. **ASSIGNMENT**

No assignment of this Agreement or the right and obligations hereunder shall be valid without the specific written consent of both parties.

22. **ENTIRE AGREEMENT**

This Agreement supersedes all previous contracts or agreements between the
parties with respect to the subject matter hereof, and constitutes the entire Agreement between the parties.

23. **AMENDMENTS**

This Agreement may be amended only by an instrument in writing signed in the manner provided in this Agreement, effective as the date stipulated therein.

24. **RESTRICTIVE COVENANTS**

A. During the term of this Agreement, Medical Director shall not undertake or provide any other professional services, except for those he performs for the benefit of the Company, unless the Company otherwise consents in writing. Company agrees, however, that Medical Director may undertake outside business investment opportunities so long as such business investment opportunities do not conflict in any manner with the professional services being rendered or compete with any business enterprise of the Company. Notwithstanding the foregoing, the Medical Director agrees that he will not, under any circumstances, provide, manage or supervise or have any ownership interest or compensation arrangement with any provider of ____ services other than the Company.

B. Medical Director acknowledges that Medical Director's services to be rendered hereunder are of a special and unique character which have a unique value to the Company, the loss of which cannot be adequately compensated by damages in an action at law. In view of the unique value to the Company of the services of Medical Director for which the Company has contracted hereunder, and because of the Confidential Information to be obtained by or disclosed to Medical Director, and as a material inducement to the Company to enter into this Agreement and to pay Medical Director the compensation set forth in this Agreement, and other valuable consideration, Medical Director covenants and agrees that during the term of this Agreement and for a period of two (2) years after Medical Director ceases for any reason to be engaged by the Company or upon the expiration or termination of this Agreement for any reason, Medical Director shall not, directly or indirectly within the Protected Areas (as hereafter defined), as an individual or on his own account, or as a partner, in a joint venture, or as an officer, director, stockholder, agent or employee for any person, firm, partnership, hospital or any other entity, enter into, participate in or with, or engage in or practice in medical supervision or direction of ______________. The period of time during which Medical Director is prohibited from engaging in certain business practices pursuant hereto shall be automatically extended by any length of time during which Medical Director is in breach of or violates any provision of this Section. For purposes of these Restrictive Covenants, the "Protected Area" is defined as a twenty-five (25) mile radius of any location where the Medical Director has performed services on behalf of the Company during the term of this Agreement.

C. Medical Director covenants and agrees that, if Medical Director
D. Medical Director acknowledges that the services to be rendered under this Agreement are of a special and unique character which have a significant value to the Company, the loss of which cannot be adequately compensated by damages in an action at law. In view of this unique value to the Company of Medical Director's services, and as a material inducement to the Company to enter into this Agreement and to pay the Medical Director the compensation set forth herein, the Medical Director agrees that, during the term of this Agreement, and at all times thereafter following the expiration or termination of this Agreement by either party for any reason, Medical Director will not, directly or indirectly (either alone or as a partner, joint venturer, member, officer, director, employee, independent Medical Director, consultant, investor, lender or stockholder of any company, firm, partnership, business organization, person or other entity) recruit, solicit, or otherwise seek to hire employees or seek to interfere in any manner with patients of the Company or referring physicians to terminate their engagement, patient relationship or referral relationship with the Company, or to solicit or cause to be interfered with, either directly or indirectly, any managed care agreements or any other contractual arrangements between the Company and any person, entity or organization.

E. Medical Director has carefully read and considered the provisions of this Section, and having done so, agrees that the restrictions set forth in such Section (including but not limited to, the time period of restriction and the geographical areas of restriction set forth herein) are fair and reasonable and are reasonably required for the protection of the legitimate business interests of the Company, its officers, directors and other employees and in view of the compensation and benefits provided by the Company to Medical Director. Moreover, Medical Director specifically acknowledges that in the event of expiration or termination of this Agreement for any reason whatsoever, Medical Director shall (for the entire two year restrictive period) resign and discontinue rendering any professional services related in any way to ____ disorders at any facility where the Company has provided services during the term hereof, and shall

violates any of the covenants or agreements provided for pursuant hereto, it shall be presumed that such violation shall irreparably injure and harm the Company and that the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Medical Director, directly or indirectly has realized and/or may realize as a result of or growing out of or in connection with any such violation. The Company shall require the Medical Director to pay damages for each month, or any part thereof, in which the Medical Director is in breach of the Restrictive Covenants, which is acknowledged by the parties hereto to be a reasonable estimation of damages resulting from said breach and based upon a portion of the Medical Director’s cumulative compensation for the previous calendar year, as a reflection of the Medical Director's tenure with and value to the Company, collectively which the parties agree forms the basis of the Medical Director's opportunity to compete and consideration for the Restrictive Covenants. Such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company may be entitled to at law or in equity or under this Agreement.
F. In the event that, notwithstanding the foregoing, any of the provisions of this Section shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included. In the event that any provision hereof relating to time period and/or areas of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or areas such court deems reasonable and enforceable, the time period and/or areas of restriction shall be deemed to become and thereafter shall be the maximum time period and/or areas which such court deems reasonable and enforceable.

G. It is understood by and between the parties hereto that the foregoing Restrictive Covenants are essential elements of this Agreement and are necessary to protect the Company’s legitimate business interests. Such covenants by the Medical Director shall be construed as agreements independent of any other provision in this Agreement. The existence of any claim or cause of action of the Medical Director against the Company, whether predicated on this Agreement, or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants. Furthermore, the parties agree that in the event of the expiration or termination of Medical Director's engagement by the Company and a subsequent breach of the Restrictive Covenants herein, the damages and their method of payment described herein are fair and reasonable under the circumstances. Medical Director hereby waives any claim or right to assert a claim that damages or their method of payment constitutes a penalty.

H. It is agreed by the Medical Director and the Company that if any portion of the covenants set forth in this Section are held to be invalid, unreasonable, arbitrary, or against public policy, then such portion of such covenants shall be considered divisible both as to time and geographical area. The Medical Director and the Company agree that, if any court of competent jurisdiction determines the specified time period or the specified geographical area applicable to this Section to be invalid, unreasonable, arbitrary, or against public policy, a lesser time period or geographical area which is determined to be reasonable, non-arbitrary and not against public policy may be enforced against the Medical Director.

I. Medical Director and the Company agree that the limitations set forth in this Section are reasonable and necessary for the protection of the goodwill of the business of the Company. Medical Director further recognize that such competition, solicitation of patients and/or employees of the Company and/or use of proprietary information and products, is presumed to cause irreparable injury and may be specifically enjoined by injunction. Medical Director further agrees that in the event that any of the Restrictive Covenants are violated by him, the Company shall have a
right to injunction, whether by temporary or permanent restraining order, preliminary or permanent injunction, or otherwise, in order to restrain any further violation of such provisions. Such right to an injunction shall be in addition to, and not in limitation of, any other rights and remedies the Company may have against the Medical Director. In the event of the Company's action for a temporary or permanent restraining order and/or motion for preliminary or permanent injunction to enforce the foregoing covenants against Medical Director, Medical Director hereby waives any claim for injuries or damages, including consequential damages, sustained by Medical Director arising directly or indirectly from the issuance of the temporary or permanent restraining order and/or preliminary or permanent injunction against him. Furthermore, Medical Director agrees to pay the Company all costs and expenses incurred by the Company relating to the enforcement of the terms of this Section of the Agreement against Medical Director, including attorneys' fees (both at trial and appellate proceedings). Moreover, notwithstanding the exemption of wages from garnishment as provided in Section 222.11, __________ (State) Statutes (1995), as amended (the “State Garnishment Law”), the Medical Director agrees that its disposable earnings may be garnished as described in the State Garnishment Law to fulfill any award, judgment, indemnification obligation, liquidated damages obligation or attorney’s fees incurred in connection with a violation of any provision of this Section.

J. Notwithstanding any provision of this Agreement to the contrary, all of the terms of this Section shall survive the expiration or termination of this Agreement by either party for any reason.

25. **EXECUTION**

This Agreement and amendments thereto shall be executed in duplicate copies (a) on behalf of the Company by an authorized representative and (b) the Medical Director. Each duplicate copy shall be deemed an original, but both duplicate originals shall together constitute one and the same instrument.

26. **INDEMNIFICATION**

Medical Director agrees to indemnify and hold the Company harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys’ fees and costs, which arise out of or relate to or are attributable to any and all acts and omissions by the Medical Director, including for any negligent or intentional act, any act or omission allegedly constituting professional negligence, and any act not authorized under the terms of this Agreement. Medical Director’s duty to indemnify and hold the Company harmless shall include, but not be limited to, any cost, loss, claim, demand, denial or liability as a result of an overpayment claimed by any payer for services rendered pursuant to this Agreement or any other overpayments directly related to services ordered by the Medical Director. If the Company or any of its
shareholders, parent corporations, subsidiaries or affiliates is made a party to any litigation or obligation or otherwise incurs any loss or expense as a result of Medical Director's activities described herein, Medical Director shall forthwith upon demand reimburse the Company for all expenses incurred as a result thereof. The parties agree, however, that to the extent such cost, loss, claim or demand is compensated for by a policy of insurance, the Medical Director shall not be obligated to indemnify the Company. Any amounts owed to the Company hereunder may be withheld by the Company from outstanding amounts due to the Medical Director.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and by them or their representatives as of the day and year first above written.

__________________________________, INC.

Dated: ___________________________  By: ___________________________

Its: ___________________________

MEDICAL DIRECTOR

__________________________________

Dated: ___________________________  ___________________________
EXHIBIT A

Duties of Medical Director

The Medical Director shall oversee and supervise the Center and shall perform all the administrative, supervisory and educational functions relative to the operation of the Center, as required from time to time by the Company’s Board of Directors, including but not limited to, the following:

1. Provide professional and administrative coverage for the Center.

2. Ensure that all Center policies are carried out and assure compliance with applicable Federal and State laws, Rules and Regulations and Joint Commission on Accreditation of Health Care Organizations and American __________ Association.

3. Ensure that overall direction for _____ services are provided.

4. Review the safety, quality and appropriateness of all services as provided for in the Center. Assure the implementation of a planned and systemic process for monitoring and evaluating the quality and appropriateness of the care and treatment of patients served in the Center and the clinical performance of all individuals with clinical privileges to service Center patients.

5. Review all __________ (“___”) recordings generated by the Center. Charts must be reviewed for appropriateness of the technical quality, scoring and physician’s interpretation. All interventions taken as a result of the review must be documented in the patient’s chart. The patient record must be signed by the Medical Director as being complete.

6. Notwithstanding any other provision to the contrary, whenever the Medical Director determines that the condition of patients merits immediate attention not otherwise available, the Medical Director shall render whatever services are professionally required.

7. Provide direct medical supervision to the technical staff.

8. Review all incoming referrals from other physicians to determine appropriateness of referrals and adequacy of clinical documentation and contact referring physician directly if additional data is needed to provide guidance and reinforce desired referral processes.
9. Participate in patient care activities by agreeing to see initial 
consults, perform interpretations, and follow-up visits within the Center.

10. Responsible for over-reading, or reviewing all ____ interpretations 
performed in laboratory in accordance with Accreditation guidelines. This 
may involve dictation of diagnostic addendums or communication of 
additional findings or treatment recommendations, and any opportunities 
for improvement to reading physician.

11. Authority and responsibility for assuring the quality improvement, 
quality assurance, safety, and appropriateness of _____ services and 
sees that these services are monitored and evaluated so that appropriate 
actions based on findings may be taken.

12. Active involvement in regular meetings with the Company’s Board 
of Directors and the Company shall perform an annual evaluation of the 
Medical Director’s responsibilities.

13. Perform such other duties as may be reasonably necessary or as 
are reasonably requested by the Company in connection with this 
Agreement.