

PROFESSIONAL SERVICES AGREEMENT – Physician

AGREEMENT made as of this ___ day of _____, 20___, between ADVANCED MEDICAL SALES, L.L.C. (hereinafter referred to as the "Company"), a company engaged in the marketing and sales of durable medical equipment ("DME"), and the undersigned Provider, duly licensed to practice medicine in the State of _____ (hereinafter referred to as "Provider").

WHEREAS, the Company desires that the Provider make available certain professional services relating to the Company's sale of durable medical equipment; and

WHEREAS, the Provider is willing to make said professional services available to the Company on the terms and conditions provided for in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and other good and valuable considerations hereinafter contained, the parties hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES.

1.1 Independent Relationship. Company and Provider intend to act and perform as independent contractors. Each party shall be solely responsible for and shall comply with all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other employment related statutes applicable to that party.

1.2 Responsibilities of the Parties. Company is in the business of selling durable medical equipment to patients of physicians/health care providers. Provider is a medical doctor or other licensed health care provider who is experienced in treating patients with medical conditions necessitating the use durable medical equipment. In the course of its business of selling items of durable medical equipment to patients maintaining a medical necessity for such equipment Company is required to customize and fit such items of equipment to suit a patient's specific medical needs. Company is also required to advise, train and educate all patients who purchase items of durable medical equipment from the Company on the proper care, use and maintenance of such devices. In order to assist Company in providing fitting, training and education to its DME clients, Company hereby retains the professional services of Provider to perform such fitting and training services for and on behalf of Company, on an as needed basis. Company shall be solely responsible for any and all sales of durable medical equipment to customer/patients who are referred to Company for such services. The Parties do hereby agree and stipulate that Provider's professional services are retained as an alternative means of providing those services required to be provided by Company to customer/patients of Company in need of DME goods and services in geographic areas where Company does not maintain trained, professional staff.

The Parties expressly agree that, except as may be required of Provider in the course of its professional services hereunder, Provider will not be responsible for performing any medical services or for ascertaining or rendering any opinion on the medical necessity of such items of durable medical equipment sold by Company to the patient. Provider shall have no obligation under this Agreement to provide Company with any professional service other than the designated professional services expressly identified to be provided hereunder and Provider expressly reserves the right to decline representation of Company's interests, as set forth herein. Provider expressly disclaims any responsibility or obligation to generate any patient referrals for Company and Company expressly acknowledges hereunder that it is contracting with Provider for the sole purpose of providing those designated professional services as set forth herein above, and that by virtue of this contractual relationship Provider has not agreed to refer, and is not obligated to refer, any patient(s) or patronage to the Company for the use of durable medical equipment, goods and services. Provider shall be solely responsible for the nature of those designed professional services which Provider is retained to provide to patients of Company hereunder. Provider any utilize any form of professional service deemed necessary and appropriate in providing such designated professional services to patients of Company.

2. CUSTOMER REFERRALS: This Agreement has been negotiated at an arms length basis, and it is the intent of both Provider and Company that any remuneration payable pursuant to this Agreement is consistent with the fair market value of the professional services rendered by Provider for and on behalf of Company and Company's customer/patient(s) and that no payment made hereunder is based, directly or indirectly, or in any way contingent upon, the referral of patients or patronage by Provider to Company. Nothing in this Agreement should be construed so as to require the referral, either directly or indirectly, of customer/patients to Company by Provider or by any employee of Provider.

3. **PROHIBITED SERVICES.** Provider shall not provide or otherwise engage in professional services or activities which would be in violation of any state or federal restriction relating to the provision of ancillary services to durable medical equipment customer/patients of the type and quality required by Company hereunder.

4. **COMPENSATION.** As compensation for the professional services rendered hereunder, Company shall pay Provider the sum of One Hundred Twenty Five Dollars (\$125.00) for each customer/patient to whom Provider provides designated professional services in accordance with the terms of this Agreement. In no event shall there be any form of participation in total gross income or net revenue of the Company by Provider. All sums payable hereunder shall be non-refundable in the event of termination of this Professional Services Agreement by Company.

5. **TERM OF AGREEMENT.** The effective commencement date of this Agreement shall be the date first above written. The primary term of this Agreement shall continue in effect for a period of one (1) year from that date, and shall thereafter, subject to either party's tender of notice to discontinue this Agreement, continue for successive one (1) year terms, unless or until terminated as provided herein. Either party shall be entitled to terminate this Agreement upon thirty (30) days advance written notice to the other party.

6. **CONFIDENTIALITY.** Provider acknowledges and agrees that as Company's agent it will be provided and have access to certain confidential information of Company and that such information constitutes valuable, special and unique property of Company. Provider will not, at any time during or after the term hereof, in any fashion, form, or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation, in any manner whatsoever, the terms and conditions of this Agreement, of its relationship with Company, or any information of any kind, nature or description concerning any matters affecting or relating to the business of Company.

7. **MISCELLANEOUS**

7.1 The Validity, Interpretation and Performance of this Agreement Shall Be Governed by and Construed in Accordance with the Laws of the State of _____. This Agreement shall be deemed, for all purposes to have been fully executed in _____, _____ County, _____.

7.2 This Agreement expresses the entire Agreement between the parties, there being no representation, warranty or other agreement not herein expressly set forth or provided for. No change, modification, or amendment of or addition to this Agreement shall be valid unless in writing and executed by all of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year first above written.

ADVANCED MEDICAL SALES, L.L.C.

PROVIDER, _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____