

MEDICAL DIRECTOR CONTRACT AGREEMENT

Facility Name: _____

Facility Address: _____
Parties:

This Medical Director Contract Agreement (the "Agreement") is entered into by and between:

Facility: _____

Medical Director: _____

Recitals:

WHEREAS, Facility operates a licensed medical facility and desires to contract with a qualified Medical Director to oversee medical services; and WHEREAS, Medical Director is duly licensed and qualified to perform medical director services and agrees to provide such services to Facility pursuant to the terms and conditions set forth herein.

1. Appointment and Term:

Facility hereby appoints Medical Director, and Medical Director accepts appointment, to serve as Medical Director for Facility commencing on the Effective Date and continuing until terminated pursuant to this Agreement.

2. Duties and Responsibilities:

Medical Director shall oversee and ensure the quality of medical care provided at Facility, including but not limited to: developing medical policies and procedures, ensuring compliance with applicable laws and regulations, supervising medical staff, participating in quality assurance activities, and serving as liaison to governmental and accrediting bodies.

3. Compensation:

Facility shall pay Medical Director compensation as detailed in Exhibit A attached hereto. Payment terms, billing procedures, and any reimbursement provisions shall be governed by Exhibit A.

4. Licensure and Compliance:

Medical Director represents and warrants that they hold all necessary licenses, certifications, and credentials required by applicable law to perform the duties hereunder, and agrees to maintain such qualifications throughout the term of this Agreement. Medical Director shall comply with all applicable federal, state, and local laws, rules, regulations, and Facility policies.

5. Independent Contractor:

Medical Director shall perform services as an independent contractor and not as an employee or agent of Facility. Nothing contained herein shall be construed to create any partnership, joint venture, or agency relationship between the parties.

6. Confidentiality:

Medical Director agrees to maintain the confidentiality of all patient and proprietary information obtained in connection with performing services under this Agreement, in accordance with all applicable laws, including but not limited to HIPAA and other federal and state privacy regulations.

7. Termination:

Either party may terminate this Agreement without cause by providing written notice to the other party at least thirty (30) days prior to the intended termination date. Facility may terminate immediately for cause upon written notice if Medical Director breaches any material term of this Agreement or is unable to perform duties due to loss of licensure or other disqualifying circumstance.

8. Indemnification:

Medical Director agrees to indemnify, defend, and hold harmless Facility, its officers, directors, employees, and agents from and against any losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with Medical Director's performance of services under this Agreement, except to the extent caused by Facility's gross negligence or willful misconduct.

9. Insurance:

Medical Director shall maintain professional liability insurance with coverage limits acceptable to Facility and provide proof of such insurance upon request. Facility shall be named as an additional insured on policies where applicable.

10. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any dispute arising out of or related to this Agreement shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

11. Entire Agreement:

This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the subject matter hereof. No amendments or modifications shall be valid unless in writing and signed by both parties.

12. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and such invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

13. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth above or to such other address as a

party may designate by notice.

14. Counterparts and Signature:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (e.g., PDF, facsimile, or email) shall be deemed originals.

FACILITY REPRESENTATIVE SIGNATURE

MEDICAL DIRECTOR SIGNATURE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

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