

LETTER AGREEMENT

[Date]

[Name]

[Address]

Re: Personal Services Agreement

Dear Dr. _____:

This Letter Agreement describes the terms and conditions under which _____ Hospital (the "Hospital") will compensate you for providing the personal services described herein.

1. You will attend a seminar on _____, 202_ titled _____ . You will use your best efforts to apply this training to the performance of your physician leadership responsibilities at the Hospital as _____ *[describe responsibilities, e.g., "a member of the Peer Review Committee"]*.
2. You will continue to comply with the requirements for Medical Staff appointment and clinical privileges as set forth in the Hospital's medical staff bylaws, rules and regulations and policies.
3. The Hospital will pay for the costs of training and reasonable travel, lodging and dining expenses in connection with such training.
4. The amount the Hospital is compensating you for providing the services described in this Agreement is set in advance and constitutes the fair market value for your services. Such compensation has not been based on, and will not vary based on, the volume or value of any referrals to the Hospital. There is no requirement that you make referrals to, be in a position to make or influence referrals to, or otherwise generate business for, the Hospital or any other facility affiliated with the Hospital as a condition of providing services.
5. In the performance of all obligations pursuant to this Letter Agreement, you shall be deemed to be an independent contractor. The Hospital shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits, or any other payments for or on your behalf.
6. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)(I)) is applicable to this Letter Agreement, you agree to make your records available to the Secretary of the federal Department of Health and Human Services ("DHHS") or, upon request, to the DHHS Controller General, as required by law.

7. This Letter Agreement shall commence on _____ [date] and shall be in force for one year; provided, however, that an addendum will be prepared if the Hospital wants you to attend training in addition to that specified in Paragraph 1. Either party may terminate this Letter Agreement at any time, with or without cause, by giving the other party at least thirty (30) days' written notification of its intention to terminate. If this Letter Agreement is terminated during the first year that it is in effect, the parties may not enter into the same or substantially same arrangement with each other during the remainder of that one-year period.

Please indicate your agreement to provide services and to comply with the terms of this Agreement by signing below.

Sincerely,

[Name]

[Title]

In consideration of the mutual covenants set forth herein and intending to be legally bound by them, I hereby agree to the terms and conditions set forth in this Agreement.

Signature: _____
[Name]

Date: _____