

MEDICAL DIRECTOR AGREEMENT

Location: _____ Effective Date: _____

Parties:

This Medical Director Agreement (“Agreement”) is made by and between:

Healthcare Facility Name: _____
Address: _____
Telephone: _____

and

Medical Director Name: _____
Address: _____
Telephone: _____

Recitals:

WHEREAS, the Healthcare Facility is duly licensed and engaged in the provision of healthcare services; WHEREAS, the Medical Director is duly licensed and qualified to act as Medical Director under applicable law; WHEREAS, the parties desire to set forth their respective rights, responsibilities, and obligations pursuant to this Agreement.

1. Appointment and Term:

The Healthcare Facility hereby appoints the Medical Director, and the Medical Director hereby accepts appointment, to serve as the Medical Director of the Healthcare Facility, subject to the terms and conditions of this Agreement. The term of this Agreement shall commence on the Effective Date and continue until terminated pursuant to Section 10.

2. Duties and Responsibilities:

The Medical Director shall provide medical oversight, direction, and supervision to the Healthcare Facility, including but not limited to: ensuring compliance with applicable laws and regulations; oversight of clinical policies and procedures; participation in quality assurance and improvement activities; and other duties customarily performed by a Medical Director.

3. Standards of Performance:

The Medical Director shall perform all duties in accordance with the highest professional and ethical standards, maintain all applicable licensures, certifications, and credentials, and comply with all Healthcare Facility policies and applicable law.

4. Compensation:

The Healthcare Facility shall compensate the Medical Director as set forth in a separate written agreement or addendum, which shall be incorporated herein by reference. The Medical Director shall submit invoices and payment shall be made in accordance with such terms.

5. Confidentiality:

The Medical Director agrees to maintain the confidentiality of all patient and Healthcare Facility information, and shall comply with all applicable federal and state laws including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA).

6. Independent Contractor Status:

The Medical Director is an independent contractor and not an employee or agent of the Healthcare Facility. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the parties.

7. Indemnification and Liability:

Each party shall indemnify, defend, and hold harmless the other party and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of the indemnifying party's breach of this Agreement, negligence, willful misconduct, or violation of law.

8. Insurance:

The Medical Director shall maintain professional liability insurance in amounts reasonably acceptable to the Healthcare Facility and provide certificates of insurance upon request.

9. Termination:

This Agreement may be terminated by either party upon written notice given in accordance with Section 12. Termination shall not affect any accrued rights or obligations of the parties.

10. Notices:

All notices under this Agreement shall be in writing and delivered personally, sent by nationally recognized overnight courier, certified mail (return receipt requested), or email with confirmation to the addresses set forth above or such other address as a party may designate by written notice.

11. 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 laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

12. Entire Agreement and Amendments:

This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, whether written or oral. This Agreement may only be amended by a writing signed by both parties.

13. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

14. Waiver:

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

15. Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

HEALTHCARE FACILITY AUTHORIZED SIGNATURE

MEDICAL DIRECTOR SIGNATURE

Signature: _____

Signature: _____

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