

**LETTER OF AGREEMENT
[FOR NON-EMPLOYED PHYSICIANS/PHYSICIAN GROUPS]**

[Physician Name]
[Group Name]
[Address]
[Address]

Dear [Physician Name] [OR] Medical Group Name]:

Due to the emergent need to ensure the availability of medical services and resources during the COVID-19 state of emergency, and in anticipation of a shortage of physicians available at its hospital to treat patients, we thank you for your willingness to provide medical services to patients of AdventHealth entities in to order help us and the entire medical community respond to the crisis presented by the COVID-19 pandemic.

In anticipation of needing your medical services, we have prepared this letter of agreement ("LOA") to memorialize the terms of such engagement. Under this LOA, AdventHealth and you agree as follows:

1. **Engagement of Services:** You agree to be onsite at the requesting AdventHealth entity to provide medical services or duties as needed, at the request of AdventHealth, upon a mutually agreeable schedule between you and AdventHealth and in accordance with applicable law and AdventHealth rules, regulations, and policies, including medical staff requirements.
2. **Term:** This LOA shall be for one (1) year, commencing at the time AdventHealth finds itself understaffed due to COVID-19. Either party may terminate this LOA at any time upon notice to the other party. If not terminated earlier, this LOA will automatically terminate when the state terminates the COVID-19 state of emergency.
3. **Compensation:** AdventHealth shall compensate you at the rate of **[insert amount up to \$150.00]** per hour for services requested by AdventHealth that are not already covered under another arrangement with an AdventHealth entity. In addition, you may bill patients and third parties as appropriate for your services. The foregoing shall be your sole compensation for services.
4. **Time Record of Service Hours.** You must keep track of your hours for services performed pursuant to this LOI and submit to AdventHealth on a weekly basis using the attached form of timesheet in order to be compensated for your time.
5. **Independent Contractor Status; Professional Liability Coverage.** You are an independent contractor for services rendered in response to COVID-19. Therefore, you must complete a W-9 and be responsible for your federal and state taxes and withholdings. You also acknowledge and agree that, as an independent contractor, AdventHealth will not be able to provide professional liability coverage for your services rendered under this LOA. As such, you must rely on your own

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professional liability coverage for services rendered hereunder. You agree to execute such additional documents as we may require to facilitate payment.

6. **Master List.** AdventHealth will maintain a copy of your LOA in a central master list of physician contracts.

7. **Contractual Provisions Required by CMS or Hospital Bond Covenants.**

a. **Access to Records.** To the extent applicable, Physician agrees to provide to the Controller General of the United States, the Department of Health and Human Services ("HHS"), and their duly authorized representatives, upon written request, reasonable access to this Agreement and any related books, documents, and records until the expiration of four (4) years after services are furnished under this LOA, for the purpose of evaluating the nature and extent of the costs and services provided.

b. **No Inconsistent Tax Position.** Physician agrees that he/she is not entitled to and will not take any tax position that is inconsistent with being a service provider to AdventHealth with respect to the AdventHealth property. Physician agrees, for example, not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the AdventHealth property.

c. **Control of Property.** The parties acknowledge that AdventHealth has control over, or the right to approve (a) the annual budget of the AdventHealth property, (b) capital expenditures with respect to the AdventHealth property, (c) each disposition of property that is part of AdventHealth, and (d) the general nature and type of use of AdventHealth property.

d. **Charge Approval.** For services provided to patients covered by Medicare, Medicaid or medical insurance, Physician shall accept rates that are specifically determined by, or negotiated with, the administrators of Medicare and Medicaid, or medical insurance companies, as applicable. Physician shall not bill patients covered by Medicare, Medicaid or medical insurance any amounts in addition to those determined as referenced in the prior sentence; provided the foregoing shall not prohibit Physician from billing and collecting any mandatory co-pays, deductibles, or other amounts properly paid by the patient under plans with the administrators of Medicare and Medicaid or medical insurance companies. For services provided to patients not covered by Medicare, Medicaid or medical insurance, the Physician shall use a methodology whereby it accepts rates that do not exceed the rates that are reasonable, usual, and customary for similar services provided in the same geographic area.

Please indicate your agreement to this LOA by signing below.

Sincerely,

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[EXECUTIVE NAME AND TITLE]
AdventHealth **[BRAND NAME]**

ACKNOWLEDGE AND AGREED:

Print Name: _____

Commencement Date: _____

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AdventHealth Services - COVID 19 Pandemic Time Record

Name (Printed): _____ **Department:** _____

Campus: _____ **Month:** _____ **Year:** _____

Time Record:

Date	Start Time	End Time	Detailed Description of Service Provided
Total Time Spent:			Physician's Signature:

AdventHealth VP's Printed Name: _____ Signature: _____ Date: _____