

PHYSICIAN SPEAKER AGREEMENT

HCA-103 Rev 1/2019

Contract [[Contract Number]]

THIS PHYSICIAN SPEAKER AGREEMENT (the “Agreement”) is entered into by and between [[Name (Primary First Party)]]
 (“Entity”) and [[Name (Primary Second Party)]] (“Speaker”).

WHEREAS, Entity is in need of professional services for community education programs and events provided to interested individuals in Entity’s service area;

WHEREAS, Speaker is a physician duly qualified to speak and present regarding the topic noted in Section 1.A below;

THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

1. **Speaker’s Duties**

Speaker agrees to the following in providing professional speaking services to Entity:

- A. Speak and present at the (**name of Presentation**) Presentation (the “Presentation”) offered by Entity on (**date(s) and time(s) of presentation**) at (**location of presentation**) on the topic of (**name of topic**).
- B. Be duly licensed to practice medicine in the State of [[Jurisdiction]], be certified by an AMA/AOA recognized Board in the specialty of [[Specialty]] (if applicable), and be accredited or otherwise qualified, as determined by Entity, to speak and present at the Presentation.
- C. Other Services: (e.g., provide handouts, participate in panel discussions)

2. **Other Affiliations or Arrangements**

- A. As a CME sponsor accredited by the Medical Society for the state in which the Entity is located, Entity must ensure balance, independence, objectivity, and scientific rigor in all its sponsored or jointly sponsored educational activities. All speakers/planners/moderators, authors/editors/reviewers participating in a sponsored activity must disclose to the activity audience any financial interest or other relationship with the manufacturer(s) of any commercial product(s) and/or provider(s) of commercial services.
- B. In order to determine whether such arrangement exists, Physician Speaker shall answer the following:

Do you, your spouse or significant other have (or have had within the last 12 months) a financial interest or other relationship with any proprietary entities producing health care good or services, with the exception of your own private practice, a non-profit, or government organization(s) and/or any non-health care related companies? Yes ___ No ___ (If yes, please complete the following information:

Commercial Interest (List all companies)	Nature of Relevant Financial Relationship (include all those that apply)	
	List What the Speaker Received (Honorarium, Grant, etc.)	Speaker’s Role

If Speaker has indicated a financial relationship or interest, Speaker agrees that Entity may review information to be presented to determine whether a conflict of interest exists. Speaker agrees to provide additional information, if needed, and understands that failure or refusal to disclose, false disclosure, or inability to resolved conflicts of interest will require that the CME Activity Course Director to identify a replacement speaker.

C. Speaker shall answer the following:

Agree	Disagree	N/A	Speaker Attestations
			I have disclosed to Entity all relevant financial relationships, and I will disclose this information to learners verbally (for live activities) and in print.
			The content and/or presentation of the information with which I am involved will promote quality or improvements in healthcare and will not promote a specific proprietary business interest of a commercial interest. Content for this activity, including any presentation of therapeutic options, will be well balanced, evidence-based, and unbiased.
			I have not and will not accept any honoraria, additional payments, or reimbursement beyond that which has been agreed upon directly with the Entity.
			I understand that the Entity may need to review my presentation and/or content prior to the activity, and I will provide educational content and resources in advance as requested.
			If I am presenting at a live event, I understand that a CME monitor will be attending the event to ensure that my presentation is educational, and not promotional, in nature.
			If I am providing recommendations involving clinical medicine, they will be based on evidence that is accepted within the profession of medicine as adequate justification for their indications and contraindications in the care of patients. All scientific research referred to, reported or used in CME in support of justification of a patient care recommendation will confirm to the generally accepted standards of experimental design, data collection and analysis.
			If I am discussing specific health care products or services, I will use generic names to the extent possible. If I need to use trade names, I will use trade names from several companies when available, and not just trade names from any single company.
			If I am discussing any product use that is off label, I will disclose that the use or indication in question is not currently approved by the FDA for labeling or advertising.
			If I have been trained or utilized by a commercial entity or its agent as a speaker (e.g., speaker's bureau) for any commercial interest, the promotional aspects of that presentation will not be included in any way with this activity.
			If I am presenting research funded by a commercial company, the information presented will be based on generally accepted scientific principles and methods, and will not promote the commercial interest of the funding company.

3. **Term**

A. The term of this Agreement is for one (1) year, commencing on [[Start Date]] and expiring on [[End Date]].

The table below contains details about the potential clauses which could appear in a contract. It is not displayed on the contract.

Selected CCF: Speaker Agreement-Term of Agreement

Response Type	Default Clause	Fallback 1	Fallback 2	Fallback 3
Default or No Response Selected	Speaker Term of Agreement - One Year with Specific Start and End Dates (inserted above)			
Reasonable Amount of Time by Speaker to Prepare and Make Presentation	Speaker Term of Agreement - Reasonable Amount of Time Needed by Speaker	N/A	N/A	N/A
One-Time Payment for Presentation	Speaker Term of Agreement - One-Time Payment for Presentation	N/A	N/A	N/A
One-Year Agreement with Specific Start Date and End Date	Speaker Term of Agreement - One Year with Specific Start and End Dates	N/A	N/A	N/A

4. Compensation

The parties agree that Speaker may be compensated an amount not to exceed fair market value for the services provided hereunder (Entity will obtain a valuation for any compensation arrangement in excess of the compensation calculator). Speaker shall not bill any individual or entity other than Entity for the services provided by Speaker pursuant to this Agreement. Speaker's sole compensation for the services provided hereunder shall be the following:

- A. The sum of \$[[Speaker Fee per Hour]] per hour, not to exceed a total of _____ hours for preparation time, presentation time, travel time (if Speaker resides outside of Entity's service area). Travel time is limited to actual travel time or a maximum of eight (8) hours per day.

The table below contains details about the potential clauses which could appear in a contract. It is not displayed on the contract.

Selected CCF: Speaker Compensation

Response Type	Default Clause	Fallback 1	Fallback 2	Fallback 3
Default or No Response Selected	Speaker Compensation - Speaker Fee per Hour (inserted above)			
Speaker Fee - Other	Speaker Compensation - Other	N/A	N/A	N/A
Speaker Honorarium Fee	Speaker Compensation - Honorarium	N/A	N/A	N/A
Speaker Fee per Hour	Speaker Compensation - Speaker Fee per Hour	N/A	N/A	N/A

5. Reimbursement of Reasonable Expenses

- A. Subject to the requirements of Section 6.A of this Agreement, Entity will further reimburse Speaker's reasonable travel:
- If traveling by air, Entity reimburses for coach airfare and **ground transportation** only, not-to-exceed \$[[Speaker Travel Expenses-Air]].
 - If traveling by car, Entity will reimburse Speaker for rental car and gas, not to exceed \$[[Speaker Travel Expenses-Rental Car]] or for mileage if using personal car, at the then current reimbursement rate per mile permitted by the Internal Revenue Service, not to exceed \$[[Speaker Travel Expenses-Personal Car]].
 - Entity will reimburse Speaker for lodging and meals, not to exceed \$[[Speaker Travel Expense-Lodging and Meals]].

6. General Requirements

- A. Time Records and Receipts. Speaker shall submit complete and accurate time records and receipts documenting all time spent and expenses incurred in providing services pursuant to this Agreement. Such time records and receipts shall be submitted in intervals and on such forms as Entity may reasonably require. Time records are not required for a one-time honorarium payment.
- B. Regulatory and Accreditation Standards. Speaker shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Entity and the Presentation, including, without limitation, those requirements imposed by The Joint Commission, the Medicare/Medicaid conditions of participation and any amendments thereto, those requirements imposed by the Accreditation Council for Continuing Medical Education, and all applicable federal, state and local laws, rules regulations and policies.
- C. No Requirement to Refer. Any payments made by Entity hereunder are fair market value for the services provided and the parties agree that nothing contained herein shall require Speaker to refer or admit patients to, or order any goods or services from, Entity. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself/herself/itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC § 1320a-7b).
- D. Access to Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, Speaker shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Speaker is requested to disclose books, documents or records pursuant to this Section for any purpose, Speaker shall notify Entity of the

nature and scope of such request, and Speaker shall make available, upon written request of Entity, all such books, documents or records. Speaker shall indemnify and hold harmless Entity if any amount of reimbursement is denied or disallowed because of Speaker's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. If Speaker carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, Speaker agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements to 42 USC § 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Entity or Speaker by virtue of this Agreement.

- E. Speaker's Representations and Warranties. Speaker represents and warrants to Entity that Speaker is not (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); and (ii) under investigation or otherwise aware of any circumstances which may result in Speaker being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and Speaker shall immediately notify Entity of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give Entity the right to terminate this Agreement immediately for cause.
- F. HIPAA. Speaker acknowledges that many Providers are "**covered entities**" as that term is defined at 45 C.F.R. §160.103. Speaker agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. §1320d *et seq.* ("**HIPAA**") and any current and future regulations promulgated under the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "**Federal Privacy Regulations**"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "**Federal Security Regulations**"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "**Federal Electronic Transaction Regulations**"), all as amended from time to time and collectively referred to herein as the "**HIPAA Requirements**". Speaker agrees not to use or further disclose any "Protected Health Information," including "Electronic Protected Health Information," (as such terms are defined in the HIPAA Requirements) other than as permitted by the HIPAA Requirements and the terms of this Agreement. Speaker will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements.
- G. Equal Opportunity. Speaker represents and warrants that it is Speaker's policy to provide equal opportunity to persons regardless of race, religion, age, gender, disability or other classification within federal, state, and local statutes, regulations or ordinances.
- H. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No other understanding regarding the same services provided by this Agreement shall be binding on the parties unless set forth in writing, signed and attached to this Agreement.
- I. Assignment. Speaker shall not assign this Agreement or any interest therein unless Entity agrees in writing to such assignment. This Agreement shall be binding upon Entity and Speaker, as well as their respective successors and (to the extent permitted herein) assigns.
- J. Independent Contractor. Speaker is performing services and duties under this Agreement as an independent contractor and not as an employee, agent, partner of, or joint venturer with Entity. Entity does retain responsibility for the performance of Speaker's services as and to the extent required by law and the accreditation standards applicable to Entity. Such responsibility, however, is limited to establishing the goals and objectives for the Presentation and requiring services to be rendered in a competent, efficient and satisfactory manner in accordance with applicable standards and legal requirements. Speaker shall be responsible for determining the manner in which services are provided and insuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.
- K. Form 1099. If required to do so under applicable law, Entity shall issue an Internal Revenue Service Form 1099 to Speaker for the performance of services under this Agreement.
- L. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- M. Governing Law. This Agreement shall be governed by the laws of the state in which Entity is located.

- N. Certificate. This payment is fair market value for the indicated service only and the parties agree and acknowledge that nothing contained in this Agreement shall require Speaker to refer or admit any patients to, or order any goods or services from, Entity. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself/herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC § 1320a-7b).
- O. Other Agreements. All agreements (including space leases, equipment leases, professional service agreements, medical directorships or any other agreement), existing as of the date of this Agreement between the Entity, or any other HCA-affiliated company or entity, and Speaker or Speaker's immediate family members are listed either in the following list or in a separate contract log maintained by the entity.

Name	Relationship to Physician	Description of Contract	Start of Term	End of Term

7. Counterpart Signature

This Agreement may be signed by the parties in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signatures on behalf of Entity required by this Agreement or written approval required hereunder may be electronic signatures in accordance with law.

IN WITNESS WHEREOF, Entity and Speaker have duly executed this Agreement as of the dates set out beneath their respective signatures.

ENTITY:

[[Name (Primary First Party)]]

By: /S/[[Approver Name (Step: Facility CEO)]]
Entity Chief Executive Officer

Date: [[Approval Date (Step: Facility CEO)]]

SPEAKER:

[[Name (Primary Second Party)]]

By: _____

Date: _____

REQUIRED APPROVALS: For amounts of \$250 or less for any one occasion or \$500 or less in the aggregate for any 12-month period, the Agreement must be signed by the CEO (or designee) of the Entity and the Speaker. For amounts over \$250 for any occasion or \$500 for any 12 month period, the Agreement must be additionally signed by the Corporate Legal Department of the Entity and the Division President.

APPROVED BY:

By: /S/[[Approver Name (Step: Division President)]]
Division President

Date: [[Approval Date (Step: Division President)]]

APPROVED AS TO FORM:

[[Approver Name (Step: Legal Counsel)]]
Operations Counsel

Date: _____