

ACCESS MEDICAL GROUP (AMG)

REFERRAL & ADVERTISING NETWORK SERVICES AGREEMENT

This Referral & Advertising Network Services Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”), by and between: **Access Urgent Care, Inc., d/b/a Access Medical Group**, a Louisiana corporation (“**AMG**”), and _____ (“**Practice**”). AMG and Practice may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

EXECUTIVE SUMMARY

This Agreement reflects a **collaborative, good-faith relationship** between two independent healthcare organizations that share a common goal: keeping patients within a **high-quality, patient-focused healthcare system** through improved visibility, coordination, and awareness of available care options.

Through this Agreement, the Parties agree to **support and promote one another** through shared marketing visibility, referral awareness, and patient education efforts, while each remains fully independent in ownership, operations, and clinical decision-making.

Key principles of this Agreement include:

- No exchange of money, fees, or remuneration of any kind
- No requirement, obligation, or guarantee of patient referrals
- No exclusivity or limitation on patient or provider choice
- No control, influence, or involvement in clinical care or medical judgment

The relationship is intentionally structured as a **non-financial, non-exclusive collaboration** designed to improve continuity of care, reduce fragmentation, and help patients access appropriate services within independent practices.

This Agreement is not a management, employment, ownership, or referral-for-compensation arrangement. Rather, it exists solely to formalize a **mutually beneficial, ethical, and compliant partnership** centered on patient access, education, and continuity of care.

1. PURPOSE & RELATIONSHIP OF THE PARTIES

1.1 Independent Practices

Practice is an independent medical practice that retains full ownership, control, and responsibility for its clinical operations, professional judgment, employees, and patient care.

1.2 Non-MSO / Non-Clinical Relationship

AMG is **not** a management services organization (MSO), does not provide clinical services, does not employ or supervise clinicians, and does not exercise control over medical decision-making. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship.

1.3 Purpose

The purpose of this Agreement is for AMG to provide **referral coordination, advertising, and shared visibility services** to Practice through AMG's network, website, in-clinic media, and marketing channels.

This Agreement involves no exchange of fees or remuneration and is intended solely to facilitate shared visibility and voluntary referral awareness among independent practices.

2. SERVICES PROVIDED BY AMG

AMG shall provide the following non-clinical services ("Services"):

2.1 Website & Online Visibility

- Inclusion of Practice on AMG's public-facing website as an affiliated clinic
- Listing of Practice's services, location(s), and contact information

- Visibility through AMG-managed digital marketing efforts, including website features and social media channels

2.2 Shared Marketing & Advertising

- Participation in coordinated AMG marketing initiatives designed to highlight affiliated clinics
- Inclusion in shared campaigns that expand patient awareness without standalone advertising requirements
- AMG retains discretion over creative format, placement, and scheduling

2.3 In-Clinic Advertising Network

- Placement of Practice's branding and service information within AMG's in-clinic advertising network (e.g., digital displays at participating Access Urgent Care locations)
- Rotational display alongside other AMG-affiliated practices
- **Subject to mutual written agreement**, AMG may professionally install and maintain television displays within Practice's clinic locations for the purpose of displaying shared, non-clinical advertising and educational content featuring AMG-affiliated practices
- All in-clinic advertising content shall be **limited exclusively to practices and services that are members of Access Medical Group (AMG)**. No third-party commercial advertising, sponsorships, or promotional content unrelated to AMG-affiliated medical practices (including, by way of example, retail businesses, restaurants, consumer brands, or non-medical services) shall be displayed as part of the AMG in-clinic advertising network.

Any such in-clinic advertising and display installation shall:

- Be informational and marketing-focused only
- Not interfere with clinical operations or patient care
- Not grant AMG any ownership, control, or operational authority within Practice's facilities

- Be provided as part of the collaborative network arrangement, with **no fees or remuneration exchanged**, unless separately agreed to in writing

2.4 Referral Network Access

- Inclusion in AMG's referral awareness network connecting independent clinics
- **Listing of Practice as a preferred referral partner within Access Medical Group's internal referral awareness materials**, identifying Practice as an available option for appropriate referrals
- Referrals may occur based on specialty needs, geographic proximity, availability, and patient convenience

Preferred referral partner status reflects inclusion within AMG's network only and does not create any requirement, exclusivity, guarantee of referrals, or obligation to refer.

3. IMAGING ACCESS & CLINICAL CONVENIENCE

3.1 Limited Imaging Access

When clinically appropriate, AMG-affiliated providers may refer patients to participating Access Urgent Care locations for **same-day diagnostic X-ray imaging** as a convenience to patients and to facilitate timely diagnosis and care.

3.2 Ordering & Workflow Convenience

For purposes of efficiency and patient access, imaging referrals may be facilitated in the following manner:

- The referring provider may **write an imaging order or communicate the order directly** (including by phone or other customary clinical communication) to an Access Urgent Care location
- Patients may present on a **walk-in basis**, without the need for advance scheduling or appointment delays

- Patients will be checked in and imaging performed in the normal course of urgent care operations
- **Official imaging interpretations** will be completed by appropriately licensed providers and **promptly communicated back to the referring provider**

This workflow is intended solely to reduce delays in care and improve patient convenience.

3.3 No Obligation or Preference

Referrals for imaging services under this Agreement:

- Are entirely **voluntary**
- Are based solely on the independent clinical judgment of the referring provider
- Are **not required, encouraged, incentivized, or prioritized** under this Agreement

Patients retain full freedom to choose any imaging provider of their choosing.

3.4 No Financial Relationship

The Parties expressly acknowledge and agree that:

- No payments, discounts, credits, or other remuneration are exchanged in connection with imaging referrals
- Imaging referrals are **not conditioned on the volume or value of referrals or services**
- This Agreement does not create a financial relationship for purposes of the Stark Law, Anti-Kickback Statute, or applicable state law

3.5 Professional Responsibility & Follow-Up

All imaging services:

- Are ordered only when clinically appropriate
- Are performed in accordance with applicable laws and standards of care
- Are interpreted by appropriately licensed professionals

Responsibility for diagnosis, treatment decisions, and follow-up care remains solely with the treating provider.

3.6 No Control or Exclusivity

Nothing in this section shall be construed to:

- Grant AMG control over Practice's clinical decision-making
- Require Practice or its providers to utilize Access Urgent Care for imaging
- Restrict patient or provider access to other imaging facilities

4. REFERRALS & COMPLIANCE

4.1 No Mandatory Referrals

Neither Party is required to refer patients to the other. All referrals are voluntary and based solely on independent clinical judgment and patient preference.

4.2 No Payment for Referrals

No payments or other items of value are made or received in exchange for referrals. This Agreement is **not conditioned on the volume or value of referrals or other business generated** between the Parties.

4.3 Patient Choice

Patients shall always retain full freedom of choice regarding providers and facilities.

4.4 Regulatory Intent

The Parties intend this Agreement to comply with all applicable federal and state laws, including but not limited to:

- Federal Anti-Kickback Statute
- Stark Law

- State fee-splitting, patient solicitation, and self-referral laws

5. FEES & PAYMENT

5.1 No Fees Charged

The Parties acknowledge and agree that this Agreement is entered into as a **mutually beneficial, collaborative arrangement** intended to improve patient awareness, access, and continuity of care among independent practices.

No fees, payments, compensation, or other remuneration are **collected, owed, expected, or exchanged** between the Parties in connection with this Agreement.

5.2 Independent Costs

Each Party shall bear its own internal costs and expenses incurred in connection with participation in the AMG referral and visibility network unless otherwise agreed to in writing.

6. TERM & TERMINATION

6.1 Term

This Agreement shall commence on the Effective Date and continue on a **month-to-month basis** unless terminated as provided herein.

6.2 Termination for Convenience

Either Party may terminate this Agreement without cause upon **written notice**.

6.3 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice in the event of material breach or regulatory concern.

6.4 Effect of Termination

Upon termination:

- Practice will be removed from AMG marketing and visibility channels within a reasonable timeframe
- No further obligations shall remain except those that survive termination

7. CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of non-public business information received from the other Party and to use such information solely for purposes of this Agreement.

8. INTELLECTUAL PROPERTY

8.1 AMG Materials

All AMG branding, marketing platforms, and advertising systems remain the sole property of AMG.

8.2 Practice Materials

Practice retains ownership of its name, trademarks, and logos. Practice grants AMG a limited, non-exclusive right to use such materials solely for providing the Services described herein.

9. INDEMNIFICATION

Each Party shall indemnify and hold harmless the other Party from claims, damages, or liabilities arising out of its own negligence, misconduct, or violation of law.

10. LIMITATION OF LIABILITY

Except for willful misconduct or indemnification obligations, neither Party shall be liable for indirect, incidental, or consequential damages.

11. GENERAL PROVISIONS

11.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

11.2 Assignment

Neither Party may assign this Agreement without prior written consent, except to an affiliated entity.

11.3 Amendments

Any amendment must be in writing and signed by both Parties.

SIGNATURES

ACCESS URGENT CARE, INC.

d/b/a Access Medical Group

By: _____

Name: _____

Title: _____

Date: _____

PRACTICE:

By: _____

Name: _____

Title: _____

Date: _____