

PROFESSIONAL SERVICES AGREEMENT

THIS Professional Services Agreement (“Agreement”) is made and entered into by and between _____, M.D., a licensed Texas physician, (the “Contractor”), and the University of Houston College of Optometry (“UHCO”), effective _____ 2019 (the “Effective Date”).

WITNESSETH:

WHEREAS, UHCO’s UEI Clinic treats patients who from time to time require the services of an ophthalmologic specialist; and

WHEREAS, the Contractor is duly licensed to practice medicine in Texas as an ophthalmologist, and desires to accept responsibility to provide consultative services at the UEI Clinic; and

WHEREAS, UHCO has determined that a reasonable compensation will be paid to the Contractor, and has offered the Contractor such compensation as hereinafter set forth, and the Contractor is willing to provide services on such terms.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Agreement. UHCO hereby contracts with the Contractor and the Contractor hereby accepts such contract upon the terms and conditions herein specified.

2. Term. The term of this contract shall be for one (1) year effective as of the Effective Date. If not earlier terminated as provided herein, the contract shall automatically renew for additional one (1) year terms on the anniversary of the Effective Date.

3. Compensation. For all services rendered by the Contractor under this Agreement, UHCO shall pay the Contractor compensation in such amount as specified on Exhibit A, attached hereto. Contractor is solely responsible for appropriate and customary withholding tax and other state and federal taxes as may be required with respect to compensation paid to an independent contractor.

4. Contractor Responsibilities.

(a) The Contractor is retained to provide the services described on Exhibit A.

(b) Contractor shall maintain an unrestricted license to practice medicine in the State of Texas.

(c) Contractor shall at all times maintain credentials as required by the UEI Clinic.

(d) Contractor at all times shall pay for and carry professional liability insurance, insuring the Contractor from professional errors, omissions, negligence, incompetence or malfeasance, related to patients treated by Contractor within the scope of this Agreement, in such

amounts and pursuant to such terms as are customary in Houston, Texas. In addition, Contractor agrees to indemnify and hold harmless UHCO from any liability or injuries to third parties attributable to the negligent acts or omissions of Contractor in fulfilling his duties under this agreement.

5. Voluntary Termination. Either party may terminate this Agreement upon 30 days written notice.

6. Relationship Between the Parties. The relationship between UHCO and the Contractor shall be that of a company and an independent contractor. The Contractor shall not be entitled to participate in any plans, arrangements or distributions pertaining to or in connection with any pension, bonus, profit-sharing, deferred compensation, group life, health, accidental disability insurance, or similar benefits for the regular Employees of UHCO. The Contractor shall have no authority to enter into contracts binding upon UHCO without authorization from UHCO.

7. Receivables. Contractor shall be paid in accordance with Section 3. All fees from medical services provided by Contractor are hereby assigned to UHCO, shall be billed by UHCO, and all accounts receivable from such services are the property of UHCO.

8. Notices. Any notice given under this Agreement shall be sufficient, if in writing and mailed by either registered or certified mail, return receipt requested, postage prepaid, to UHCO at its principal place of business and to the Contractor at his last known residence address.

9. Construction. This contract shall be governed by the laws of Texas. The waiver by any party hereto of a breach of any provisions of the contract shall not operate or be construed as a waiver of any subsequent breach by any party concerning employment and may not be changed except by written agreement duly executed by the parties hereto. This contract shall inure to the benefit of and be binding upon the parties, their successors, heirs and personal representatives.

10. Confidentiality. The Contractor shall not, during the term of this Agreement, and for a period of two (2) years after the termination of this Agreement, disclose any secrets or confidential technology, proprietary information, customer lists, trade secrets, potential patents and other business ideas, of UHCO, or any matter or thing ascertained by the Contractor through the Contractor's association with UHCO, the use or disclosure of which might reasonably be construed to be contrary to the best interests of UHCO.

11. Prohibition Against Assignment. Contractor agrees on behalf of himself and of his executors and administrators, heirs, legatees, distributees, and any other person or persons claiming any benefit under him by virtue of this Agreement, that this Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way by the Contractor or any executor, administrator, heir, legatee, distributee or other persons claiming under the Contractor by virtue of this Agreement and shall not be subject to execution, attachment or similar process. Any attempt to assign, transfer, pledge or hypothecate or other disposition of the Agreement or of such rights, interests, and benefits contrary to the

foregoing provisions or the levy of any attachment or similar process thereupon shall be null and void and without effect and shall relieve Association of any and all liability hereunder.

12. Entire Agreement.

(a) This Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and all such prior agreements are hereby terminated.

(b) This agreement may be amended or revoked at any time prior to the death, retirement or discharge of the Contractor by a written agreement executed by the Contractor and UHCO.

(c) No change or modification of this Agreement shall be valid unless the same be in writing and signed by the Contractor and UHCO.

EXECUTED effective the Effective Date.

CONTRACTOR:

_____, M.D.

UHCO:

University of Houston College of Optometry

By: _____

Its: President

EXHIBIT A

I. **Duties**

Contractor is retained to provide _____
[description of services] at the University Eye Institute, 4901 Calhoun Rd., Houston, Texas
77204. Such services shall be provided in one half day sessions (“Session”), on a schedule as
mutually agreed by the Parties.

II. **Compensation**

Contractor shall be paid \$_____ per Session.