MEDICAL SPA
COLLABORATIVE PRACTICE AGREEMENT

THIS MEDICAL SPA COLLABORATIVE PRACTICE AGREEMENT (the "Agreement") is made on the following date: _____ by and between the following parties:

PHYSICIAN:
Name: _____
License #: _____ State: _____
Address: _____
Phone Number: _____ Email: _____
(the "Physician")

and

NURSE PRACTITIONER:
Name: _____
License #: _____ State: _____
Address: _____
Phone Number: _____ Email: _____
(the "Nurse").

1. Purpose of Agreement. The Nurse will provide aesthetic treatments and procedures to patients under the care of the Physician at the following practice location/s: _____
_____ (the "Practice Location").

2. Term & Termination. This Agreement starts on the following date: _____. Either party may terminate this Agreement at any time and for any reason provided the party provides _____ days' advance written notice to the other party.

3. Nurse Scope of Practice. The Nurse is a registered professional nurse with advanced preparation in a nurse practitioner program who is certified, licensed, and in good standing with the Board of Nursing in the following state: _____ (the "State"). Advanced practice registered nursing includes certain acts of medical diagnosis and prescription, which acts must be

in accordance with this Agreement and within the Nurse's scope of practice as permitted by applicable federal, State, and local laws, rules, and regulations. At all times, the Nurse will practice in accordance with the terms of this Agreement and within his/her scope of practice as permitted by applicable federal, State, and local laws, rules, and regulations.

The following aesthetic treatments and procedures are within the Nurse's scope of practice and are permitted under this Agreement (*check all that apply*):

- ☐ Chemical peels
- ☐ Dermal fillers
- ☐ Micro needling
- ☐ Neurotoxin injections
- ☐ Microdermabrasion
- ☐ Laser treatments
- ☐ Sclerotherapy
- ☐ Body contouring
- ☐ Kybella injections
- ☐ PRP injections
- ☐ Other: _____

(the "Treatments and Procedures").

The following have been agreed upon by the parties as exceptions to the Nurse's scope of practice and will NOT be performed by the Nurse at the Practice Location (*list exceptions, if any*): _____
_____.

4. Nurse Licensing and Qualifications. The Nurse must, at his/her own expense, have and maintain any and all licenses required by local, State, and/or federal laws that are required to perform the Treatments and Procedures. The Nurse represents and warrants that s/he currently has and maintains in good standing the required education, certification, training and licensing required by law in order to perform the Treatments and Procedures. The Nurse will at all times comply with the ethical requirements of his/her profession, including, without limitation, all federal, state, and local laws, rules, regulations, and ordinances relating thereto. Any licenses held by the Nurse must be publicly displayed at the Practice Location at all times. Fines resulting from a failure to be properly licensed or to meet licensing standards are the sole responsibility of the

Nurse If at any time the Nurse fails to be properly licensed, fails to maintain his/her license in good standing, or otherwise breaches any provision in this paragraph, then Physician may immediately terminate this Agreement without advance notice to the Nurse.

5. Physician Licensing and Qualifications. The Physician must, at his/her own expense, have and maintain any and all licenses, certifications, education, and training required by local, State, and/or federal laws that are required to serve as a collaborating physician. The Physician represents and warrants that s/he:

a. has a current, unrestricted, and in good standing license to practice medicine in the State of _____;

b. to the extent applicable, has current board certification by the certifying board that governs the Physician's specialty (if any);

c. is not a sanctioned provider by any federal, state, or local governmental body or agency; and

d. has and maintains in good standing any other required professional licensing, education, certification, and/or training required by law in order to serve as a collaborating physician under this Agreement.

Physician will at all times comply with the ethical requirements of his/her profession, including, without limitation, all federal, state, and local laws, rules, regulations, and ordinances relating thereto. Any licenses held by Physician must be publicly displayed at the Practice Location at all times. Fines resulting from a failure to be properly licensed or to meet licensing standards are the sole responsibility of the Physician. If at any time Physician fails to be properly licensed, fails to maintain his/her license in good standing, or otherwise breaches any provision in this paragraph, then the Nurse may immediately terminate this Agreement without advance notice to the Physician.

6. Nurse Responsibilities. The responsibilities of the Nurse include, but may not be limited to:

a. Maintaining clinical competency for all Treatments and Procedures and all in all related aspects of patient care;

b. Practicing within the Practice's established standards, protocols, and clinical practice guidelines;

c. Consulting the Physician as needed and where appropriate;

d. Ensuring that all acts of prescriptive authority of the Nurse are appropriately documented;

e. Ensuring that patient medical records are appropriately recorded and documented.

7. Physician Responsibilities. The responsibilities of the Physician include, but may not be limited to:

a. Ensuring all acts of the prescriptive authority of the Nurse are appropriately documented and performed in a manner consistent with all federal, State, and local laws, rules, and regulations;

b. Being available for consultation with the Nurse;

c. Being available to assist with medical emergencies;

d. Establishing and reviewing standard operating procedures and protocols and clinical guidelines; and

e. Evaluating patient care given by the Nurse by reviewing notes, charts, and cases on a regular basis.

8. Collaborative Practice. The Nurse and Physician together will:

a. Collaborate in regards to patient care at the Practice Location; and

b. Be continuously available to each other for consultation either in person, by phone, text, video conference, or email.

9. Emergency or Absence.

a. Physician Absence. In the event that the Physician must be absent due to emergency, extended illness, or leave of absence, the Nurse will be notified and an interim acting collaborating physician ("Interim Collaborating Physician") will be determined and appointed to serve during the Physician's absence. In such event and to the extent required by State law, the Nurse is responsible for notifying the appropriate State department of the change in practice. The terms, conditions, and standards in this Agreement will apply to any Interim Collaborating Physician with whom the Nurse is working.

b. Nurse Absence. In the event that the Nurse must be absent due to emergency, extended illness, or leave of absence, the Physician will be notified and will be responsible for making provisions within the Practice Location to

maintain continuity of care for all patients. In such event and to the extent required by State law, the Physician will be responsible for notifying the appropriate State department of the change in practice.

10. Practice Protocols, Procedures, and Guidelines. The Physician and Nurse will establish standard operating procedures, practice protocols, and clinical practice guidelines (the "Procedures, Protocols, and Guidelines") for the safe and effective care of patients at the Practice Location.

The Procedures, Protocols, and Guidelines must:

a. be specific to the Practice and the Treatments and Procedures performed at the Practice;
b. reviewed and signed regularly (but no less than annually) by the Physician and the Nurse;
c. adjusted as needed to fulfill patient needs and to accommodate changing standards of care;
d. maintained on site at the Practice Location and readily available for inspection.

The Procedures, Protocols, and Guidelines are attached to and incorporated into this Agreement as Exhibit A.

11. State Notification Requirements. The parties will maintain compliance with any State laws, rules, and requirements regarding collaborative practice arrangements and to the extent required by law, will submit to the appropriate State board copies of the Practice's protocols, policies, procedures, standing orders, prescriptive authorities, and/or collaborative agreements.

12. Medical Record Documentation and Review. The Nurse will appropriately document each patient's care and maintain patient medical records at the Practice Location. The Physician will review a representative sample of patient records at least every three months to determine if the Nurse's practice is in line with required practice protocols. A summary of the review results will be documented and signed by both parties and maintained for inspection in the Practice Location.

13. Physician Consultation. The Physician will be available at all times to the Nurse for consultation either on-site, via phone, text, videoconference, or email access. Each party will cover for the other in the absence of the other. In the event the Physician is

not available, the Physician will substitute a similarly qualified backup physician to serve in his/her place in accordance with the terms of this Agreement.

14. Resolution of Disagreements. In the event of a disagreement between the Nurse and the Physician as it relates to patient care or treatment, and such disagreement is within the scope of practice of both parties, the disagreement will be resolved by a consensus agreement in accordance with current medical and nursing peer literature consultation. In case of disagreements that cannot be resolved in this manner, the Physician's opinion will prevail.

15. Prescribing Authority. The Nurse is authorized to order and prescribe the following treatment, drug, device, and test categories (list all that apply): _____
_____
_____
_____
_____

All treatments, drugs, devices, and tests listed above must be included in the Procedures, Protocols, and Guidelines approved by the Nurse and Physician and attached in Exhibit A.

The parties acknowledge and agree that this Agreement cannot cover every possible clinical situation, and as such, this Agreement is not a substitute for the exercise of the professional judgment by the Nurse and that there may arise situations that involve common or unusual patient care that requires the exercise of the Nurse's clinical judgment.

16. Agreement Review Requirements. This Agreement must be reviewed at least once a year and acknowledged by both the Nurse and the Physician in a signed and dated sheet, both of which must be kept at the Practice Location and available for inspection.

17. Physician Services Payment. The Nurse will pay the Physician the fair market value of the Physician's professional services as follows: _____. Payment for the Physician's service under this Agreement **WILL NOT**:

a. include renumeration for the referral of patient services;

b. require the Nurse to refer patients to the Physician; or

c. be based on a percentage of or dependent on the Nurses' fees or income ("fee splitting").

Notwithstanding the foregoing, the Nurse may refer patients to the Physician when medically necessary, provided that the Nurse receives nothing in exchange for such referral.

18. Insurance. Both the Physician and the Nurse are at all times required to have and maintain, at their own individual expense, professional liability or malpractice insurance. Both Physician and the Nurse are each individually responsible for obtaining any additional required or recommended insurance policies as it relates to his/her individual business operations at the Practice Location. If either party breaches this paragraph, then the other party may immediately terminate this Agreement without providing advance written notice.

19. Patient Confidentiality & HIPPA Compliance. The Physician and the Nurse will comply: (a) with all federal, state, and local laws relating to patient confidentiality regarding information and records obtained or reviewed and (b) with all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security, and use of protected health information.

20. Compliance with Anti-Fraud and Anti-Kickback Laws. Both parties acknowledge and agree that at all times they will perform the duties of this Agreement in compliance with the federal Anti-Kickback Statute, False Claims Act, Stark Law, and Medicare and Medicaid anti-fraud and abuse laws, and any other applicable state or local laws regarding the same subject matter. If either party breaches this paragraph, then the other party may immediately terminate this Agreement without providing advance written notice.

21. Indemnification. Each party (the "Indemnifying Party") will defend, indemnify, and hold harmless the other (the "Indemnified Party") and its affiliates, directors, officers, employees, assigns, and agents from and against any and all loss, liability, suits, costs, damages, claims, demand, expenses, and reasonable attorney's fees (collectively "Losses") asserted against the Indemnified Party and arising from or relating to the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission or willful misconduct of the Indemnifying Party, or its directors, officers, employees, assigns, and agents in connection with this Agreement. The Parties will

reasonably cooperate with each other in the defense of any such claim, proceeding, or suit.

22. Confidential Information. During the term of this Agreement and thereafter for as long as the information remains confidential or proprietary, the parties agree that they will not, except as authorized by the other, directly or indirectly use, copy, disseminate or disclose to any person, firm, or other business entity for any purpose whatsoever, any information not generally known in the industry which the party acquired as a consequence of his or her involvement and/or association with the other party. This includes, without limitation, information regarding products, technology, programs, design techniques, processes, customers, customer requirements, service suppliers, and related matters, and also includes information related to research, development, inventions, manufacturing, purchasing, accounting, engineering, marketing, merchandising and selling techniques. This paragraph survives termination of the Agreement.

23. Entire Agreement. This Agreement is the entire agreement and understanding between the parties and supersedes all prior or contemporaneous communications, contracts, or agreements between the parties, whether written or oral, with respect to the subject matter addressed in this Agreement.

24. Modification. This Agreement cannot be modified except in writing signed by all parties.

25. Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder of the Agreement will continue to be valid and enforceable.

26. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, will not be construed as subsequently waiving any such terms and conditions, but the same terms will continue and remain in full force and effect.

27. Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of the Practice Location.

28. Notices. All notices must be in writing and sent by certified or registered mail to the party's address listed at the beginning of this Agreement.

29. Headings. Headings in this Agreement are for convenience only and are not to be construed to limited or otherwise affect the terms of this Agreement.

30. Counterparts. This Agreement may be executed in counterparts, all of which will constitute a single agreement.

31. Additional Provisions. _____
_____
_____
_____
_____
_____
_____

***

PHYSICIAN:

Signature: _____
Print Name: _____
Date: _____

NURSE:

Signature: _____
Print Name: _____
Date: _____

Exhibit A

Procedures, Protocols, and Guidelines

[*attach here*]