AMERICAN ACADEMY OF
FAMILY PHYSICIANS

CME Faculty Service Agreement

THIS CME FACULTY SERVICE AGREEMENT (this "Agreement") is made as of January 26, 2016 by and between the American Academy of Family Physicians (the "AAFP") and Joel Heidelbaugh, MD (the "Faculty Member").

WHEREAS, the AAFP wishes to retain the Faculty Member to provide the services hereinafter set forth; and

WHEREAS, the Faculty Member agrees to provide said services to the AAFP on the terms and conditions hereinafter set forth.

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

1. **Agreement.** The AAFP agrees to retain the Faculty Member, and the Faculty Member agrees to be retained by the AAFP for the purpose of providing assistance to the AAFP for its 2016 Family Medicine Experience (FMX) (the "Activity") in connection with services as more particularly set forth in Section 2.

2. **Duties and Responsibilities.**

   a. For the FMX 2016 (the "Course"), which will take place at Orlando, Florida, the Faculty Member will serve as:

   ☐ Chair – Live Course
   ☒ Content Development Faculty – Live Course
   ☒ Presentation Faculty – Live Course
   ☐ Chair – Self-Study Package
   ☐ Content Development Faculty – Self-Study Package
   ☐ Peer Reviewer
   ☐ Presentation Faculty – Self-Study Package
   ☐ ALSO Faculty
   ☐ Interactive Content Redesign Faculty
   ☐ Learning Center Faculty
   ☐ Presentation Faculty – Recorded Lecture
   ☐ Other:

   b. The Faculty Member's anticipated presentation and/or moderating schedule is as follows:

Date	Time	Session Title	Honoraria
Tue. Sept 20	1:00-2:00	Interactive Lecture - Irritable Bowel Syndrome (IBS) - Evidence-Based Approach	Presentation $ 200 Content Development $200
Tue. Sept 20	3:20-4:20	Interactive Lecture - Erectile Dysfunction and Cardiometabolic Syndrome	Presentation $ 200 Content Development $200
Wed. Sept 21	8:00-9:00	Interactive Lecture - Irritable Bowel Syndrome (IBS) - Evidence-Based Approach	Presentation $ 200
Wed. Sept 21	9:15-10:15	Interactive Lecture - Erectile Dysfunction and Cardiometabolic Syndrome	Presentation $ 200

c. The Faculty Member agrees to perform and provide to the AAFP services in accordance with the terms and conditions set forth in this Agreement, including those applicable to the particular capacity indicated in Section 2(a) above, as more particularly set forth in the AAFP's Faculty Handbook for Live Activities, which is attached hereto as Exhibit A and is incorporated by reference herein (the "Handbook"). If there is a conflict between the terms of this Agreement and the Handbook, the terms of the Handbook will govern and control.

d. The Faculty Member shall deliver the following materials to Jennifer Tubbesing (the "Project Strategist") and/or complete the following actions by the following due dates in the applicable table:

☐

Chair Materials and Actions	Due Date
Develop Program/Agenda	
Develop Educational Plan	
Develop Learning Objectives	
Select Course Faculty	
Review Slide Presentation/Handouts of Faculty	
Update Conflict of Interest Form (https://nf.aafp.org/ConflictOfInterest/form/cme/)	
Self-Study Package Production Activities	

☒

Faculty Materials and Actions	Due Date
Participate in AAFP-Provided Faculty Development	As requested
Pre-Presentation Checklist	7/18/16
Authorship Form for Presentation/Materials	7/18/16
Disclosure of Unlabeled/Investigational Uses of Products	7/18/16
Speaker Forms: biography, CV, current photo	3/15/16
Slide Presentation/Handouts	7/18/16
Audience Response (ARS) Questions	7/18/16
Pre-/Post-Assessment Questions	n/a
Update Conflict of Interest Form (https://nf.aafp.org/ConflictOfInterest/form/cme/)	7/18/16 or at the time any changes occur
Self-Study Package Production Activities	N/A

☐

Chair and Faculty Materials and Actions	Due Date
Develop Program/Agenda	
Develop Educational Plan	
Develop Learning Objectives	
Select Course Faculty	
Participate in AAFP-Provided Faculty Development	
Pre-Presentation Checklist	
Authorship Form for Presentation/Materials	
Disclosure of Unlabeled/Investigational Uses of Products	
Speaker Forms	
Slide Presentation/Handouts	
Review Slide Presentation/Handouts of Faculty	
Audience Response (ARS) Questions	
Pre-/Post-Assessment Questions	
Update Conflict of Interest Form (https://nf.aafp.org/ConflictOfInterest/form/cme/)	

Self-Study Package Production Activities	

The Project Strategist's contact information is as follows:

Jennifer Tubbesing
American Academy of Family Physicians
11400 Tomahawk Creek Parkway
Leawood, Kansas 66211
Telephone: (800) 274-2237, ext. 6562
Facsimile: (913) 906-6288
Email: jtubbesing@aafp.org

e. If the Faculty Member is preparing Course materials (e.g., manuscript(s) and/or slide presentation(s)) (collectively, the "Materials"), the Faculty Member's completed Materials must be acceptable to the Project Strategist. To be considered complete and acceptable, the Materials must (i) be formatted according to the specifications of the Activity(ies) and (ii) include the content in the agreed-upon educational plan and provide sound, up-to-date clinical information.

3. **Compensation and Expense Payments.**

a. Compensation.

i. The AAFP agrees to pay the Faculty Member the following honorarium:

	Faculty Member Role	Honorarium	Payment Date
☐	Chair – Course Appraisal		
☐	Chair – Self-Study Package		
☐	Chair – Content Development Group Meeting		
☐	Moderator		
☐	Faculty – Content Development/Revision (if applicable, evaluations of the Course may determine the need for revisions prior to recording online material)		
☐	Faculty – Content Development Group Meeting		
☒	Faculty – Live Presentation	$ 800	Within 30 days following receipt of faculty voucher
☒	Faculty – Live Content Development	$ 400	Within 30 days following receipt of faculty voucher
☐	Faculty – Self-Study Package Presentation		
☐	Faculty – Self-Study Package Content Development		
☐	Faculty – Live Presentation Recording		
☐	Faculty – Session Lead/Learning Center		
☐	Faculty – Interactive Content Redesign		
☐	Peer Reviewer		

☐	Other:		
	TOTAL	**$ 1200**	

ii. Substantial delays that interfere with the production schedule for the Course, as determined in the AAFP's discretion, may result in a 20% reduction of the Faculty Member's total compensation or in the complete nonpayment of the compensation.

b. Travel Expenses.

i. ☐ The Faculty Member will be provided a daily food allowance of up to $ per day.

☒ For FMX, the Faculty Member will be provided with a $550 stipend for each speaking day.

ii. The AAFP will reimburse the Faculty Member for any travel expenses in accordance with the terms set forth in the Handbook.

c. Payment. All honorarium compensation and reimbursements will be in the form of a check issued by the AAFP. Reimbursement checks will be issued within 30 days upon completed work or the AAFP's receipt of properly completed Faculty Voucher. The Faculty Member shall direct above such payments to be payable to any one of the following:

- to the Faculty Member
- to the Faculty Member's employer/practice
- to the AAFP Foundation
- to the AAFP
- to the STFM Foundation

The Faculty Member may not divide expense reimbursements among multiple individuals and/or entities.

4. **Licensure and Maintenance of Certification.** The Faculty Member represents and warrants that, to the extent applicable, the (i) Faculty Member is duly certified or licensed to practice by the professional regulatory body(ies) of the jurisdiction(s) in which the Faculty Member practices, and (ii) Faculty Member's certification in the applicable Maintenance of Certification physician program has not lapsed or expired. If there is an investigation, suspension, or other change in status of Faculty Member's licensure or certification as set forth in the previous sentence, the Faculty Member shall promptly notify the AAFP of such investigation, suspension, or other change in status.

5. **Term and Termination.**

a. The term of this Agreement will end on the last date listed in the table set forth in Section 2(b); however, if a Self-Study Package is slated for creation from a Session, then the term will end on the completion of the Faculty Member's deliverables related to the Self-Study Package or twelve (12) months after that Session's presentation date, whichever occurs earlier.

b. Either party may terminate this Agreement for any reason (and in the case of the AAFP, including, but not limited to, the Faculty Member's non-compliance with the completeness and acceptability criteria set forth in the second sentence of Section 2(e)) as long as such party provides written notice to the other party at least sixty (60) days before July 18, 2016. The AAFP may terminate this Agreement immediately upon sending written notice to the Faculty Member (i) if the Faculty Member refuses to complete any of the Faculty

Member's duties or responsibilities set forth in Section 2 or (ii) if the AAFP decides in its discretion to do so based on the changed status of the Faculty Member's licensure and/or certification as set forth in Section 4. Either party may terminate this Agreement by sending written notice to the other party if the other party breaches this Agreement (and such party has not cured the breach within fourteen (14) days after receipt of such notice).

c. The Faculty Member (i) understands that the AAFP discourages individuals speaking at FMX CME events from participating in commercial or promotional exhibits, including, without limitation, Satellite CME Events and Product Theaters (a "Concurrent Event") held over the same days as the FMX CME activity whether or not officially sponsored by the AAFP, and (ii) agrees that if the Faculty Member chooses to participate in a Concurrent Event during FMX, the Faculty Member shall promptly notify the AAFP of such participation, which may entitle AAFP to terminate this Agreement.

d. Upon early termination of this Agreement: (a) the Faculty Member will no longer be entitled to the honorarium compensation and expense reimbursements set forth in Section 3, and (b) neither party will be liable to the other for any damage or loss sustained by reason of, or resulting from, the termination of this Agreement.

6. **Conflict of Interest.** The Faculty Member acknowledges that he or she has completed the AAFP's Conflict of Interest Form prior to entering into this Agreement. The Faculty Member shall have a continuing obligation to update his or her Conflict of Interest Form as changes to his or her relationships occur. Additionally, at least sixty (60) days prior to the earliest date listed in the table set forth in Section 2(b), and if applicable, within one year of such date, the Faculty Member shall (a) submit notification of update of his or her Conflict of Interest Form to the Project Strategist or (b) confirm to the Project Strategist that his or her Conflict of Interest Form remains complete and accurate.

7. **Independent Contractor.** The parties agree that the Faculty Member's status under this Agreement is that of an independent contractor and that the Faculty Member is not an employee of the AAFP. As an independent contractor, the Faculty Member is responsible for all taxes relating to payments made under this Agreement and is not eligible to participate in the AAFP's benefit plans.

8. **Intellectual Property Matters.** The Faculty Member will grant to the AAFP certain rights and licenses to the Materials and make certain representations and warranties with respect to the Materials, all as set forth in a Authorship Form for Presentation/Materials, which will be incorporated herein by reference.

9. **Force Majeure.** Except for the reimbursement of any travel expenses incurred by the Faculty Member, neither party will be responsible for any failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war or terrorist activity, government regulation, labor disputes, or serious accidents.

10. **Commercial Support.** The Faculty Member acknowledges the AAFP accepts commercial support for its CME activities and topics with a demonstrated need for family medicine physician education. Inclusion of a financially supported program in the Activity does not constitute the AAFP's endorsement of a product or service. All supporting companies will be required to sign an agreement to abide by all ACCME Standards for Commercial Support Continuing Medical Education.

11. **Confidentiality.** With respect to any information supplied by the AAFP to the Faculty Member in connection with this Agreement and designated by AAFP as confidential or restricted, or which the Faculty Member should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure (including, but not limited to AAFP research data or AAFP financial data), the Faculty Member agrees to protect the confidential information in a reasonable and appropriate manner and to not disclose such information to any third party. The foregoing

obligations will not apply to information which is: (i) publicly known, (ii) disclosed by a third party not subject to a similar obligation of confidentiality, (iii) independently developed, or (iv) required to be disclosed pursuant to legal requirement or order (in such case, the Faculty Member shall promptly notify the AAFP to enable the AAFP to pursue a protective order).

12. **Miscellaneous.**

a. Modification; Waiver. This Agreement may be modified or amended only by a written instrument executed by both parties after the date hereof. The AAFP's waiver of any provision or default under this Agreement will not constitute a waiver concerning any other provision and will not affect the AAFP's right to thereafter exercise any right or remedy concerning any other provision or default whether similar or not.

b. Entire Agreement. This Agreement, including the Exhibits hereto and any documents and instruments executed in connection with this Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

c. Notices. All notices, consents, approvals and other communications hereunder ("Notices") shall be in writing only and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, sent by recognized overnight delivery service (e.g. Federal Express or UPS), or by email or facsimile addressed to the parties at the address set forth below (for the Faculty Member) and the address set forth in Section 2(d) (for the AAFP) or such other address as either party may hereafter designate as its notice address:

Joel Heidelbaugh, MD
3662 Northbrook Dr
Superior Township, MI 48198-8704
Phone No.: (734)544-3210
Facsimile No.: (734)484-7292
Email: jheidel@umich.edu

All Notices shall be deemed given on the date deposited in the U.S. mail as herein above required, deposited with the overnight delivery service, or transmission of email or facsimile is confirmed; provided, however, the time period for which a response to any such Notice shall commence to run from the date of actual receipt thereof as reflected by the receipt therefore, it being agreed that refusal or inability to deliver because of a change of address or facsimile number of which no Notice was given shall constitute delivery as of the date such delivery was attempted.

d. Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Neither party shall assign all or any part of this Agreement without the prior written consent of the other party.

e. Governing Law. This Agreement will be construed and interpreted in accordance with and governed by the laws of the State of Kansas without regard to its conflicts of law principles.

f. Counterparts. This Agreement may be executed in one or more counterparts, including by email, facsimile or other electronic means, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties have agreed to and executed this Agreement as of the date first set forth above.

AMERICAN ACADEMY OF FAMILY PHYSICIANS

By: _____

Name: Joel Heidelbaugh, MD

By: _____

Name: _____

Title: _____

EXHIBIT A

See attached Faculty Handbook for Live Activities