AN ACT TO AMEND TITLE 5 G.C.A. § 6105 AND § 6301(b) TO INCREASE THE LIMITATIONS ON GOVERNMENT LIABILITY FOR CLAIMS BASED ON TORT; TO ADD A NEW § 6301.1 AND § 6301.2 TO TITLE 5 G.C.A. TO PROVIDE GOVERNMENT INDEMNIFICATION FOR HEALTH PROFESSIONALS WHO PERFORM CERTAIN SERVICES FOR THE GOVERNMENT; TO ADD NEW §§ 10104, 10105 AND 10106 TO TITLE 7 G.C.A. TO DEFINE MEDICAL MALPRACTICE, IMPOSE LIMITATIONS ON DAMAGES IN MEDICAL MALPRACTICE CASES AND TO CREATE NEW PROCEDURES IN MEDICAL MALPRACTICE CASES; TO ADD A NEW § 50118 TO TITLE 12 G.C.A. TO REQUIRE GEDCA TO CONTRACT WITH AN ACTUARY TO EXAMINE PREMIUMS FOR INSURANCE PREMIUMS FOR MEDICAL MALPRACTICE; TO ENACT A NEW CHAPTER 10A OF TITLE 10 G.C.A. TO PROVIDE FOR PRE-TRIAL SCREENING IN MEDICAL MALPRACTICE CASES WHERE LESS THAN $500,000 IN DAMAGES ARE SOUGHT; AND TO ENACT THE “MEDICAL MALPRACTICE REFORM ACT OF 2006”.

BE IT ENACTED BY THE PEOPLE OF GUAM:

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Part V: TITLE

Section One. Title 5 G.C.A. § 6105, Division One, Chapter 6, is amended to read:

§ 6105. Waiver of Immunity.

Pursuant to Section 3 of the Guam Organic Act, the Government of Guam hereby waives immunity from suit, but only as hereinafter provided:

(a) for all expenses incurred in reliance upon a contract to which the Government of Guam is a party, but if the contract has been substantially completed, expectation damages may be awarded;

(b) for claims in tort, arising from the negligent acts of its employees acting for and at the direction of the government of Guam, even though occurring in an activity to which private persons do not engage. For the purposes of this chapter, any officer or enlisted person of the Guam National Guard on territorial duty or any nursing student acting for and at the direction of the University of Guam or of the Guam Community College shall be deemed an employee of the government.

(c) for claims in tort arising from the medical malpractice of a medical doctor, doctor of osteopathy or podiatrist licensed to practice one of said Healing Arts as defined by Title 10 G.C.A. Division 1, Chapter 12, Articles 2 and 17, who has met the requirements of Title 5 G.C.A. § 6301.1.
(d) The Government of Guam shall not be liable for claims arising from an exercise of discretion in making policy.

Section Two. Title 5 G.C.A. § 6301(b), Division One, Chapter 6, is amended to read:

(b) The government of Guam, in the case of line agencies, shall be liable in tort for not more than $100,000 $300,000 in an action for wrongful death, nor for more than $300,000 $500,000 in any other tort action.

Section Three. A new § 6301.1 is added to Title 5 G.C.A., Division One, Chapter 6 to read:

§ 6301.1. Malpractice Coverage. (a) The Government of Guam shall save, indemnify and hold harmless against all claims based on medical malpractice a medical doctor, doctor of osteopathy or podiatrist who is licensed to practice a Healing Art pursuant to Title 10 G.C.A. Division 1, Chapter 12, Articles 2 and 17, for not more than the limitations on liability imposed by Title 5 G.C.A. § 6301(b) if the health professional does one of the following:

(1) Executes and complies with an annual written contract substantially in the form prescribed by Subsection (b) hereof with the Director of Public Health and Social Services and the Government of Guam by which the health professional agrees to treat patients who are eligible under the Medicaid program and the Medically Indigent Program; or

(2) Executes and complies with an annual written contract with the Director of Labor to perform examinations for Worker’s Compensation proceedings as required by Title 22 G.C.A. §§ 9108(b) and 9120(h) or other sections of Title 22 G.C.A. Division 1, Chapter 9; or

(3) Undertakes in writing to and does provide treatment for house patients at the Guam Memorial Hospital according to the Guam Memorial Hospital Authority’s applicable rules.

(b) The Director of Public Health and Social Services shall prescribe a contract with health professionals substantially similar to that attached hereto as Exhibit
A. The Director may modify the terms of said contract provided that no statutory
requirements are violated.

Section Four. A new § 6301.2 is added to Title 5 G.C.A., Division One, Chapter
6 to read:

§ 6301.2. Certification of Physicians. The Director of Public Health and Social
Services shall determine and certify in writing on an annual basis whether a medical
doctor, osteopath or podiatrist has qualified for coverage pursuant to Title 5 G.C.A. §
6301.1. The Director’s certification that the health professional has met the requirements
of § 6301.1 shall bind the professional, the government of Guam and potential plaintiffs.
The Director shall, for informational purposes, maintain and keep current on the
department’s website a list of all such certified health professionals. The omission from
or mistaken inclusion of a health professional on said website is not a basis for a cause of
action or a defense of any kind against any party.

PART II: MALPRACTICE DEFINED; ALTERNATIVE PROCEDURES

Section One. A new § 10104 is added to Title 7 G.C.A. to read:

§ 10104. Medical Malpractice Defined. “Medical Malpractice” means a failure
by a medical professional or health care provider rendering services to exercise that
degree of skill and learning commonly applied under all the circumstances on Guam by
the average reasonable prudent member of that profession which results in injury, loss or
damage to the recipient of those services or to those entitled to rely upon him.

Section Two. A new § 10105 is added to Title 7 G.C.A. to read.

§ 10105. Limitations on Damages in Malpractice Actions.

In an action for damages against any medical doctor, doctor of osteopathy or
podiatrist based on malpractice, the health professional shall not be liable for more than
$300,000.00 in an action for wrongful death, nor more than $1,000,000.00 in any action
regardless of the number of defendants against whom the claim is asserted, the number of
allegations upon which the claim is based or whether damages are sought for economic
loss, medical bills, pain and suffering or for any other injury. Persons claiming to have
sustained damages as the result of the bodily injury or death of another person shall be considered a single plaintiff for purposes of this section.

**Section Three.** A new § 10106 is added to Title 7 G.C.A. to read:

§ 10106. **Administrative Procedures in Medical Malpractice Actions.** (a) A plaintiff seeking damages of $500,000 or less for a medical malpractice claim or $300,000 or less for a wrongful death claim based on medical malpractice arising from the conduct of a health professional certified pursuant to Title 5 G.C.A. § 6301.2 shall proceed pursuant to Title 10 G.C.A., Division 1, Chapter 10A. If said proceeding results in settlement of the claim, the plaintiff shall file a government claim to obtain payment. If said proceeding has been completed and does not resolve the claim, the plaintiff shall file a government claim in accordance with the Government Claims Act and the Attorney General shall proceed in accordance therewith.

(1) All provisions of the Government Claims Act shall apply to claims filed pursuant to this subsection provided that a written settlement that results from a proceeding brought pursuant to Title 10 G.C.A. Chapter 10A shall bind the government and shall be paid from the Government Claims Fund.

(2) A plaintiff whose claim under this section is denied may file a civil action in Superior Court but shall not seek therein damages greater than $500,000 for malpractice or $300,000 for wrongful death based on malpractice. Damages awarded in said action shall be paid from the Government Claims Fund.

(3) In a claim or civil action brought pursuant to this subsection, the plaintiff shall name the Government of Guam but not the health professional as a defendant.

(b) A plaintiff seeking damages of $1,000,000 or less but more than $500,000 for a malpractice claim or more than $300,000 for a wrongful death claim based on malpractice against a health professional certified pursuant to Title 5 G.C.A. § 6301.2 shall proceed pursuant to the Medical Malpractice Mandatory Arbitration Act, Chapter 10 of Division 1, Title 10 G.C.A. The plaintiff shall name the government of Guam and the physician as defendants in every such arbitration proceeding and subsequent civil case. The Attorney General shall represent the government therein. The Arbitration panel and
the court may award less than the minimum amounts of damages imposed by this subsection.

(c) This section applies only to claims based on alleged malpractice committed by the health professional arising from medical treatment of patients. This section shall not apply to claims based on intentional tort, medical battery, assault, lack of informed consent, inappropriate sexual conduct or to any cause of action not arising from medical treatment of patients.

PART III: GEDCA TO CONTRACT WITH ACTUARY

Section Four. A new §50118 is added to Article 1, Chapter 50, Division 2 of Title 12 G.C.A. to read:

§ 50118. Contract with Actuary Regarding Malpractice Insurance. (a) The Guam Economic Development and Commerce Authority shall, pursuant to the Guam Procurement Law, contract with an insurance actuary who shall create and file with I Maga’lakahen Guahan and the Speaker of I Liheslaturan Guahan a written report regarding various sectors of licensed physicians on Guam and the likely cost to a physician in each sector of obtaining malpractice insurance coverage for claims of no more than $1,000,000 but greater than $500,000.

(b) GEDCA shall enter into the first such contract with an actuary during fiscal year 2007 and shall enter into a subsequent such contract every three fiscal years thereafter.

PART IV: SCREENING PANEL

A new Chapter 10A is added to Division 1, Title 10 G.C.A. to read:

Section One. A new § 10101 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

§ 10101. Definitions.

For purposes of this Chapter the following terms are defined as follows:

(a) “Standard of care” shall have the same meaning as that provided in Title 10 G.C.A. § 10106.
(b) “Health care professional” means any person licensed or certified pursuant to Title 10 G.C.A. Chapter 12, Articles 2 and 17, to practice medicine, osteopathy or podiatry who has met the requirements of Title 5 G.C.A. § 6301.1.

(c) "Claim of professional negligence" is limited to any written notice of claim served pursuant to § 10104 against health professionals.

Section Two. A new § 10102 is added to Division One, Title 10 G.C.A. Chapter 10A to read:


(a) Creation of panel lists. The Presiding Judge of the Superior Court shall provide to the Clerk of the Superior Court the names of retired justices and judges, persons with judicial experience and other qualified persons to serve on screening panels under this chapter. The Guam Medical Licensing Board shall provide to the Clerk of the Superior Court a list of names of physicians, osteopaths and podiatrists licensed and actively practicing on Guam. The Clerk shall place these names on a list from which the Presiding Judge of the Superior Court will choose panel members pursuant to this Chapter.

(b) Selection of panel members. Upon receipt of a notice of claim under § 10104, the Presiding Judge shall choose at random a retired justice or judge or attorney or other qualified person from the list maintained by the Clerk to serve as chair of the screening panel. If at any time a chair chosen under this paragraph is disqualified or unable or unwilling to serve, the Presiding Judge shall appoint at random a replacement from said list. Persons other than retired justices and judges or those with judicial experience may be appointed as chair based on appropriate trial experience if they are familiar with and experienced in personal injury litigation. Each side is entitled to exercise one challenge for cause to the appointment of a chair by the Presiding Judge, who shall rule on the challenge.

(1) The Presiding Judge shall choose at random from the list created under subsection (a) hereof two health care practitioners licensed and actively practicing on Guam to serve as panel members pursuant to this Chapter. If possible, the Presiding
Judge shall choose practitioners of the specialty or profession of the person accused of professional negligence. The practitioners chosen need not have met the requirements of Title 5 G.C.A. § 6301.1.

(c) Challenges; replacements. If any panel member other than the chair is disqualified or unable or unwilling to serve, the Presiding Judge shall choose the new panel member at random from the lists maintained under subsection (a) hereof. A party may make only two challenges for cause. The chair shall inquire as to bias or prejudice on the part of a panel by any party.

Section Three. A new § 10103 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

§ 10103. Fees. The Presiding Judge of the Superior Court shall direct payment of the fees and other expenses incurred in the proceeding from funds available to the Superior Court and provide clerical and other assistance to the panel. Every panel member shall receive a $500.00 fee for every case he hears.

Section Four. § 10104. Submission of Claims. A new § 10104 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

(a) Notice of Claim. A person may commence an action based on medical malpractice by filing with the Superior Court a verified notice of claim setting forth the nature and circumstances of the malpractice and resulting injuries alleged. The claimant must serve the notice of claim on the person accused of malpractice and the Attorney General of Guam in accordance with Guam Rule of Civil Procedure 4. The return of service must be filed with the court within 90 days after filing the notice of claim. Submission of a claim is a prerequisite to filing a government claim or civil action based on medical malpractice in any court.

(b) Fee. The claimant shall pay the Clerk of Superior Court a filing fee of $500.00 when he files the Notice of Claim.

(c) Appearance; filing fee. Within 20 days of receipt of notice of service upon the clerk, the Attorney General shall file an appearance before the panel and serve the claimant therewith. The Attorney General shall not pay a filing fee. The person
accused of malpractice may enter an appearance provided that he pays a filing fee of $500.00.

(d) **Waiver.** Any party may, at the time of filing, apply to the chair of the panel for a waiver of all or part of the filing fee. The chair shall grant the waiver if:

(1) The party is indigent; or

(2) The party is or was an employee of another party and that other party certifies that the employee at the time of the alleged malpractice was acting within the scope of his employment; or

(3) The waiver is necessary to avoid requiring an individual who is a party to the case from paying two (2) or more filing fees because a professional association or other business entity of which the individual is a member is also named as a party and has substantially the same interests as the individual in the case.

**Section Five.** A new § 10105 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

§ 10105. **Filing of records; course of proceedings; time for hearing; extensions.** (a) Within twenty (20) days of their entry of appearance, the Attorney General and the party accused, if he has entered an appearance, and the claimant's counsel shall agree upon by a timetable for filing all the relevant medical and provider records necessary to a determination and for completing discovery. If the parties are unable to agree on a timetable within sixty (60) days of the last entry of appearance, the claimant shall so notify the chair who shall then establish a timetable for the filing of all relevant records and reasonable discovery. All records and discovery must be filed at least thirty (30) days before the hearing date. The hearing shall not be later than six (6) months from the filing of the notice of claim with the Clerk, unless the panel chair grants an extension.

(b) **Extensions of time.** All requests for extension of time must be made to the panel chair. The chair may extend any time period for good cause, except that the chair may not extend any time period that would result in the hearing being held more than one year after the filing of Notice of Claim with the Clerk.
(c) **Combining hearings.** Except as otherwise provided herein, there shall be one combined hearing for all claims arising from the same set of facts. If more than one party is accused of malpractice based on the same facts, the parties may, upon agreement of all parties, require that the hearings be severed. The chair may, for good cause, order separate hearings.

(d) **Dismissal.**

(1) An action pending before the panel shall not be dismissed on the plaintiff’s motion except by order of the chair and on terms and conditions the chair deems proper.

(2) On failure of the plaintiff to prosecute, or on the failure of any party to comply with the rules or any order of the chair, and on motion by the chair or any party, after notice to all parties has been given and the party against whom sanctions are proposed has had the opportunity to be heard, the chair may order appropriate sanctions, which may include dismissal of the case or entry of the defendant’s default. The chair shall state the sanctions and grounds for sanctions in writing.

(3) Unless the chair or the panel in an order for dismissal specifies otherwise, a dismissal under this paragraph is with prejudice and bars pursuit of a government claim or civil action based on the same facts.

(4) Unless the chair in its order for default specifies otherwise, a default under this subsection is deemed to be a finding against the defendant on all issues before the panel.

(5) At any time after the parties have entered their appearances, they may stipulate in writing to dismiss the proceedings and proceed to a court action.

**Section Six.** A new § 10106 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

§ 10106. **Discovery.** The Guam Rules of Civil Procedure shall apply to discovery but the chair may issue subpoenas in the same manner as the Superior Court.

**Section Seven.** A new § 10107 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:
§ 10107. Hearing.

(a) Procedure. At the hearing on the merits, the claimant shall present his case before the panel. The Attorney General and the person accused of professional negligence, if he has entered an appearance, shall make a responding presentation. The chair shall give great discretion to the parties in the conduct of the hearing including, but not limited to, the right of examination and cross-examination by attorneys. The chair shall make all procedural rulings and those rulings are final.

(b) Depositions are admissible regardless of whether the deponent is available. The Guam Rules of Evidence do not apply. Evidence must be admitted if it is the kind of evidence which reasonable persons are accustomed to rely on in the conduct of serious affairs.

(c) The panel shall make its findings upon such evidence as is presented at the hearing, the records, and any expert opinions provided by the panel or the parties.

(d) The chair of the panel shall mediate and attempt to resolve the parties’ differences before proceeding to findings. The Attorney General may settle a claim with the consent of I Maga’lahi Guahan, at any stage of the proceeding, without the consent of the party accused of malpractice.

Section Eight. A new § 10108 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

§10108. Findings by the Panel.

(a) Negligence and causation. The panel shall make its findings within 30 days after the presentations conclude by answering the following questions in writing:

1. Whether the acts or omissions complained of constitute a deviation from the applicable standard of care by the health care practitioner; and

2. Whether the acts or omissions complained of proximately caused the injuries complained of; and

3. If negligence on the part of the health care practitioner or health care provider is found, whether any negligence on the part of the patient contributed to the patient’s injury.
(b) **Standard of proof.** All issues must be proved by a preponderance of the evidence.

**Section Nine. §10109.** A new § 10101 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

**Notification and Effect of Findings.** The panel's findings, signed by the panel members and indicating their vote, shall be served on the parties within 7 days of the date of the findings. All records of the proceeding shall be preserved until the case is finally resolved in court or otherwise, after which time they shall be destroyed.

**Section Ten.** A new § 10110 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

§10110. **Confidentiality and Admissibility.**

(a) **Proceedings before panel confidential.** Except as provided in this section, all records of and proceedings before the panel, including its final determinations, must be treated in every respect as private and confidential by the panel and the parties to the claim.

(1) The findings of the panel and any evidence presented by a party, if the evidence is admissible under the Guam Rules of Evidence, are admissible for any purpose in a subsequent court action based on the same facts, but shall otherwise not be publicly disclosed by the court, the panel or any party.

(2) The confidentiality provisions of this section do not apply if the findings were influenced by fraud.

(b) **Deliberations, discussions and testimony privileged and confidential.**

The deliberations and discussions of the panel shall be privileged and confidential. No person may be asked or compelled to testify at a later court proceeding concerning the deliberations, discussions or findings except as may be required to prove an allegation of fraud.

**Section Eleven.** A new § 10111 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

§10111. **Effect of Findings by Panel.**
(a) **Payment of claim.** If the findings of the panel pursuant to § 10108(a)(1) and (2) of this Chapter are in the affirmative, the parties shall promptly enter into negotiations.

(b) **Release of claim without payment.** If the findings of the panel as to either Section 10108(a)(1) or 2 are against the claimant, the claimant shall either release the claim without payment or file a government claim pursuant to Title 5 G.C.A. § 6301.1.

**Section Twelve.** A new § 10112 is added to Division 1, Title 10 G.C.A., Chapter 10A to read:

§ 10112. **Tolling Statute of Limitations.** The applicable statutes of limitations concerning actions for medical malpractice, including Title 7 G.C.A. § 11308, are tolled from the date upon which the notice of claim is filed in Superior Court until 30 days following the day upon which the claimant receives notice of the findings of the panel in accordance with § 10109 of this chapter.

**PART V: TITLE**

**Section One.** This enactment may be cited as “The Medical Malpractice Reform Act of 2006”.
EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement is made _____, 200___, between ____________, a physician licensed under the laws of Guam (Contractor), with his principal office located at __________ and the government of Guam (Government), whose address for purposes of this contract is: Department of Public Health and Social Services, 123 Chalan Kareta, Rt 10-Mangilao, Guam 96913 – P.O. Box 2816, Hagatna, Guam 96932.

RECITALS

A. Government desires to engage Contractor to provide services to patients from the Medicaid and Medically Indigent Program.

B. Contractor wishes to avail himself of the malpractice protection afforded him by Government pursuant to Guam law.

C. Now, therefore, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. Engagement. Contractor hereby agrees to provide the services and perform all obligations describes in Section 2 of this Agreement;
2. **Scope of Engagement.** During the term of this Agreement, Contractor’s responsibilities shall include, but shall not be limited to, the following.

   (A) Comply with and carry out all duties in conformance with the policies and procedures from the Medicaid Program and MIP. The Contractor hereby acknowledges that he is familiar with, but not limited to, those policies applicable to scheduling, shipping, payment, time sheets, attire, clinic reports, general clinic and other procedures. The terms of said programs are incorporated herein by this reference.

   (B) Be sufficiently familiar with, so as to properly use, Government paperwork including, but not limited to, education handouts, consent forms, clinic reports, sign-in sheets, time sheets and aggregate forms.

   (C) Maintain at all times, at Contractor’s sole cost and expense, the necessary and applicable licenses and certifications of Contractor’s profession or as otherwise necessary to perform under this Agreement.

   (D) Comply at all times, at Contractor’s sole cost and expense, with any and all ethical requirements of the Contractor’s profession and all federal, state and local laws, ordinances, regulations and rules relating to, governing or regulating the practice of Contractor’s profession.
(E) Administer services as appropriate, based on Contractor’s professional experience, education, certifications and licenses, during the term of this Agreement.

(F) Obtain the appropriate informed consent from each individual receiving services.

(G) Report any incidents in providing services to Government patients on clinic report forms, including any clinic issues such as client or customer problems or disagreements, scheduling and staff problems, equipment problems, etc.

(H) Truthfully and accurately maintain and preserve such records and make, on a timely basis, such reports as Government may from time to time require.

(I) Maintain in strict confidence all client and customer information, including but not limited to, client and customer names, locations, numbers of shots administered and individual participants’ results.

(J) Perform all services in a highly professional manner.

(K) Comply with all other policies and procedures applicable to the Medicaid Program and MIP.

3. Indemnity. In consideration for Contractor’s providing the services enumerated in Section 2 hereof, Government shall, in accordance with Title 5 G.C.A. § 6301.1, save, hold harmless and defend Contractor against all civil claims based on medical malpractice brought against Contractor for acts or omissions of the Contractor that occur on Guam during the term of this Agreement,
regardless of whether the claimant is a Medicaid or MIP patient. The
limitations on said indemnification shall be Five Hundred Thousand
Dollars ($500,000.00) for Malpractice and Three Hundred Thousand
Dollars ($300,000.00) for Wrongful Death.

4. **Minimum Work.** At a minimum, Contractor shall
maintain two percent (2%) of this entire client population as
Medicaid and MIP patients per month. Contractor shall, by the tenth
day of each month, provide Government documentation in a form to
be prescribed by Government establishing that he has met these
requirements.

5. **Term of Engagement.** The initial term of this Agreement
shall be one year, commencing on _________________. Upon the
expiration of the initial term, this Agreement shall be automatically
renewed for successive one-year terms unless otherwise terminated
by Government or Contractor as provided for herein.

6. **Fees and Expenses.** In consideration of this
engagement, Government shall pay Contractor the fees established
by the Medicaid and MIP and indemnify Contractor as stated in
paragraph 3 hereof.

7. **Insurance and Benefits.** Because Contractor will be
providing independent professional healthcare services to patients as
an independent contractor and not as an employee, he shall not be
entitled to participate in any benefit programs (i.e., health insurance,
sick days, vacation days, etc.) which Government may, from time to
time, establish and maintain for the benefit of its employees.
8. **Employment Taxes.** Government shall have no responsibility for the collection or payment of any federal, state or local payroll tax in connection with any fees paid to Contractor pursuant to this Agreement.

9. **Independent Contractor.** The parties acknowledge and agree that Contractor shall be at all times hereunder an independent contractor and not an employee, recognizing that Contractor is and shall be engaged in an independent healthcare profession, which may be subject to licensing requirements. Government shall have no direct control over the methods or means by which Contractor shall perform the services hereunder, and at all times during this engagement, Contractor shall exercise his own independent professional judgment in connection with his performance under this Agreement.

10. **Termination.** Either party may terminate this Agreement without cause upon thirty days prior written notice to the other party. Government shall have the right to terminate this engagement at any time, upon written notice of Contractor within ten (10) days after written notice of such breach is sent to it. This Agreement shall terminate automatically and without notice upon: (a) the death of Contractor; (b) any loss of Contractor’s necessary and applicable licenses and certifications; or (c) a determination by Government, in its sole opinion, that Contractor poses a threat to Government personnel, professional contractors, patients or others presenting themselves for healthcare services.
11. **Miscellaneous Provisions.**

   (a) This Agreement contains the entire understanding and agreement of the parties hereto with respect to the matters set forth herein. This Agreement supersedes all prior or contemporaneous understandings, representations or agreements, whether written or oral.

   (b) This Agreement not may be assigned to another party.

   (c) This Agreement may not be modified, altered or amended except by a subsequent written instrument executed by the party against whom such modification, alteration or amendment is sought to be enforced, which instrument shall specifically refer to this section of the Agreement.

   (d) This Agreement shall be governed by and construed in accordance with the laws of Guam.

In witness whereof, the parties have executed this Agreement to be effective as of the date and year first set forth above.

________________________    ________________________________
GOVERNOR                       PHYSICIAN (CONTRACTOR)

________________________
DIRECTOR

________________________
DEPARTMENT OF PUBLIC
HEALTH AND SOCIAL SERVICES

APPROVED AS TO FORM:

______________________________
ATTORNEY GENERAL

CERTIFIED AS TO FUNDS AVAILABLE:

______________________________
DIRECTOR
BUREAU OF BUDGET AND MANAGEMENT RESEARCH