

## **Hospitalists Coverage Services Agreement**

This Hospitalists Coverage Services Agreement (the "Agreement") shall commence on 02/01/2025 (the "Effective Date") and is by and between Clinton Regional Hospital Authority ("Authority"), and Dr Bryan Bluth, MD, ("Physician - Hospitalist"). Authority and Physician may also be referred to herein collectively as the "Parties" and individually as "Party."

Physician provides independent healthcare consultations/patient visits through various Physician's whom Physician chooses to employ or otherwise engage and who are assigned by Physician to provide Services pursuant to this Agreement (collectively the "Physician") at Authority client Facility(ies) ("Facility") of Authority in accordance with Physician' expertise and independent judgment and pursuant to the terms of the Authority's Services Agreements with Facilities and in accordance with the Authority's and Facilities' policies and procedures and all applicable laws and regulations ("Services"). Authority desires to engage Physician to provide such Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows: .

### **1) Term.**

This Agreement shall be for an initial term ending on January 31<sup>st</sup>, 2026 (the "Initial Term"), commencing on the Effective Date, and shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless and until terminated in accordance with this Agreement. The Initial Term and the Renewal Terms, if any, are referred to collectively as the "Term" of this Agreement. In the event of termination of this Agreement by either Party prior to the completion of the Initial Term or any Renewal Term in which Physician's compensation under this Agreement has been adjusted, the Parties shall refrain from entering into an agreement with one another for the same or substantially similar services for no less than the remainder of that Initial or Renewal Term.

### **2) Qualifications of Physician. Physician covenants to Authority that Physician and each of the Physician's will:**

- a. Hold an unrestricted license to practice in the State of Oklahoma, and in any additional locations where patients treated by the Physician's may be located, always during the Term;
- b. If applicable, have a current narcotics license and number always issued by the appropriate governmental agency or agencies during the Term; and
- c. Be eligible for participation in federal healthcare programs and any State healthcare programs in a State where patients treated by the Physician's may be located, always during the Term.

**3) Representations and Warranties of Physician. Physician represents and warrants to Authority that:**

- a. As of the Effective Date and throughout the Physician's engagement with Authority, Physician and each of the Physician's will hold any and all professional licensures and qualifications necessary for the lawful and ethical provision of the healthcare services contemplated under this Agreement and consistent with such Physician's competencies and scope of practice, as well as any other professional licenses and qualifications represented by Physician in his/her résumé, curriculum vitae, job application, or during the Physician's interview process (individually and collectively "Professional Qualification(s)"). The physician will immediately disclose to Authority, in writing, the details of any material change to the information contained in the résumé, curriculum vitae, job application, or information conveyed during any interview process of any of the Physician.
- b. Neither Physician nor any Physician is restricted by any agreement concerning noncompetition or similar restraints with any previous employer or other third party, nor is Physician or any Physician subject to any other restraints that would impair or encumber their ability or authority to perform the duties described in this Agreement.
- c. Neither Physician nor any Physician is currently a party to any claim or lawsuit involving Physician's prior practice and knows of no facts that would cause Physician to believe any claim or lawsuit would be filed. Physician will immediately disclose to Authority the details of any professional negligence lawsuit that is commenced against him or her or any of Physician's appointees, as well as any facts that might give rise to any other legal action against Physician, any Physician and/or Authority.
- d. Neither Physician nor any Physician has been excluded from participation in any federal or state health care program for the provision of items or services for which payment may be made under such federal health care programs, and no final adverse action has occurred or is pending or threatened against Physician or any Physician that would or could result in such exclusion. Physician will also immediately disclose, in writing, to Authority any action brought against Physician or any Physician during the Term of this Agreement that might result in exclusion from a federal or state healthcare program.
- e. Neither Physician nor any Physician has ever had any Professional Qualification suspended or terminated, nor has Physician or any Physician voluntarily surrendered or accepted any restriction of any Professional Qualification in lieu of disciplinary proceedings. Physician will immediately disclose in writing to Authority the details of any consent agreement, suspension, termination, or surrender of its or any Physician's Professional Qualification and/or any peer review action or any investigation that is commenced against Physician or any alt Physician.

- f. Physician and each of the Physician's is fully capable, both physically and mentally, of conducting the clinical and administrative duties, along with all other obligations, contemplated under this Agreement, with or without reasonable accommodation.

#### 4) Physician Services.

- a. Availability. Physician agrees to provide Services through such of its Physician's as the Parties may mutually agreed upon, during such period(s) as mutually agreed upon by the Authority and Physician (based on Physician's availability) monthly (each a "Coverage Period"). Such Coverage Periods will be agreed upon by the Parties, in each case as specified by the Authority in a communication to Physician describing the length and duration of such Coverage Period. Furthermore, in such communication, the Authority will set forth which of Authority's Clients will be the subject of such Coverage Services during such Coverage Period. Nothing set forth in this Agreement shall be deemed to constrain or contradict Physician's own determination of Physician's Physician's availability to work.
- b. Scope of Services. Physician shall assign Physician who shall provide Services to Clients for the Clients who have entered into facilities services agreements with Authority. Such Services shall include:
  - i. Responding in a timely manner, consistent with Hospital's medical staff bylaws and other policies and with any applicable laws and regulations pertaining to physician supervision, to (a) a contact from the Hospital's Call Center or (b) to a documented medical consultation request by any emergency room physician, Physician, or staff representative within fifteen (15) minutes of receiving such documented request, and as soon as possible in response to rapid response and code blue calls provided such request is made during the Hours of Service (as defined below) if inhouse
  - ii. Reconciling medications and writing orders in electronic medical record (EMR) as needed to care for Covered Patients eighteen (18) years of age and older (Adult) during the Hours of Service, including obstetrical patients who have a primary medical condition if an obstetrician is available for consulting services at Facility, but excluding pregnant women presenting with pregnancy-related conditions. Providing verbal orders only during emergent situations or in the event of EMR, or other technical unavailability, malfunction, or delay by which waiting to provide a written order would compromise patient care and safety.
  - iii. Providing internal medicine (to the extent Physician is privileged) to hospitalized Adult (eighteen years old and older) Covered Patient/Patients.

- iv. Coordinating with a Covered Patient's primary care physician, hospital, and/or health plan, all ancillary services related to the inpatient episode of care, inclusive of durable medical equipment, home health and infusion services, etc., if applicable.
- v. Providing medical coordination and inpatient utilization management for Covered Patients.
- vi. Coordinating the transfer of patients to other hospitals or nursing facilities, as required and medically appropriate, by collaborating with Hospital Emergency Department physicians and nursing supervisors.
- vii. Collaborating with Hospital Emergency Department physicians and nursing supervisors and admitting and overseeing patients in observation status in the event acute inpatient criteria is not met and the patient is awaiting the availability of other medically appropriate resources, to include nursing facility beds.
- viii. Evaluating Covered Patients to ensure their conditions are medically optimized and providing clearance for surgery when medically indicated, appropriate, and requested by Physician that is providing primary care and treatment to Covered Patient ix) Participating in proactively identifying procedures or problems that would prevent the efficient transfer of Covered Patients from one level of care to another, and assist with the elimination of such impediments, to the extent they are in the control of Physician.
- ix. Cooperating with the Hospital Call Center in communicating patient status, including telephonic dictation of discharge information in the standard Hospital format.
- x. Participate in Hospital's investigations, inquiries, proceedings, conclusions, and performance improvement activities in response to patient safety incidents occurring, during the Provider providing Provider Services.
- xi. Communications the patient and, on occasion, the family members of such patient; xiii) identification of major signs and symptoms for the purposes of evaluating whether additional medical treatment is required; xiv) guidance and direction with respect to treatment that the patient should consider including, if required or appropriate, seeking care or treatment directly from emergency room facilities; xv) communications with the patient's attending physician or, as applicable, any emergency room physician as appropriate based on the Authority's policies as may be required; xvi) to the extent permitted by applicable state law and Authority's policies and procedures, providing diagnosis and treatment including issuing prescriptions for the treatment of

specified medical conditions; xvii) documenting in Authority's digital medical records system the Services performed pursuant to this Agreement for each Client; and xviii) fulfilling any other obligations under Authority's agreements with each facility relating to the provision of Services.

#### **5) Compensation.**

- a. Physician will invoice Authority for services rendered under this Agreement in accordance with the terms in Exhibit A, plus invoice payment processing fees, plus all applicable state and local taxes which may be payable by Physician, to include but not be limited to sales/use -tax, excise tax and gross receipts tax. Authority shall not be responsible for any income tax owed by Physician. Authority will pay within fifteen (15) days of Authority's next Regular Meeting following receipt of the invoice. Authority will be responsible to pay Physician for all hours scheduled for Physician personnel during each calendar month in which Physician is staffing, in accordance with the attached Ex A. Physician and each of the Physicians sent home due to low census or any other Authority condition will exclude Authority from compensating Physician for the scheduled hours provided to any Physician and each of the Physician. Authority will not be responsible for any hours lost due to Personnel request to leave, personnel absenteeism, personnel sickness, or personnel's personal time off. Physician shall be solely responsible for all compensation due and owing to alt Physician, including all salary, benefits, professional liability insurance (except as otherwise permitted by Section 14 of this agreement) and related costs. Physician agrees to indemnify and hold Authority harmless from and against any claims made by Physician's against the Authority for compensation, benefits, and related items. Authority assumes no liability for wages or benefits owed to the Physician's by virtue of their engagement by Physician.
- b. Hospital's Responsibility: The hospital is required to provide the physician with reasonable and adequate professional liability insurance coverage on a "claims made" basis, maintaining specified minimum limits of liability coverage.
- c. Physician's Responsibility: The physician is required to obtain and maintain extended reporting coverage (tail insurance) for a minimum of five years after the termination of the agreement, at the physician's expense unless the hospital decides to withhold the cost from the physician's compensation

#### **6) Professional and Personal Conduct.**

- a. During the Term, Physician and each of the Physician shall:
  - i. Adhere to the principles of medical ethics of the American Association of Physician, the rules of conduct, standards, and guidelines issued by the Oklahoma
  - ii. State Medical Board, and other applicable licensing authorities and Medical Executive Bylaws;

- iii. Provide Services within the accepted standards of nursing practice applicable to Physicians in the applicable jurisdiction at the time of treatment, and always exercise independent judgment consistent with the foregoing;
  - iv. Comply with the policies, bylaws, rules, and expectations of Authority as may be published and amended by the Authority, from time to time, and of which Physician has been advised in writing;
  - v. Comply with applicable standards of the Joint Commission, or other regulatory body in Facility in which services are provided by Provider to Authority;
  - vi. Comply with all applicable federal, state, and local laws and regulations;
  - vii. exercise and have complete control over the Services furnished to Authority's Clients in respect to professional judgments and the practice of medicine. It is an essential term of this Agreement that a Physician always retains and exercises such Physician's independent medical judgment, subject only to the performance standards described in this Agreement.
- b. Without limiting the generality or scope of the foregoing, the occurrence of any of the following events with respect to Physician or any Physician, to the extent such Physician cannot be replaced to provide for uninterrupted provision of the Services, shall constitute a material breach by Physician of this Agreement:
- i. The withdrawal or suspension of Physician's or any Physician's license in the State of Oklahoma, or any other licensing authority, or any limitation or restriction placed on Physician's or any Physician's practice by the Oklahoma State Medical Board or any other licensing authority.
  - ii. The withdrawal or suspension of Physician's or any Physician's license to dispense or prescribe narcotic drugs;
  - iii. Physician's or any Physician's failure to secure and maintain credentialing by Authority under Authority's applicable agreements with any health plans;
  - iv. Physician's or any Physician's right to participate in any federal or state healthcare programs is revoked, suspended, or restricted;

- v. Any Physician's use of alcohol to the extent that it impairs the Physician's job performance; any Physician's use of alcohol during working hours; any Physician's unlawful use of controlled substances or otherwise lawful use that, nonetheless, interferes with Physician's ability to provide Services in accordance with the standards established by Authority in the reasonable opinion of Authority; and/or any Physician's use of any illegal substance;
  - vi. Physician's or any Physician's engagement in personal or professional conduct that is, or is reasonably likely to be, detrimental to patient safety or to the delivery of quality patient care, including but not limited to harassment, any Physician's failure to work harmoniously with peers or subordinates, or any Physician's failure to carry out the Physician's duties proportionate to the other Authority Physician's and/or other similarly situated Physician peers;
  - vii. Physician's or any Physician's commission of any offense punishable as a felony;
  - viii. (viii) Physician's or any Physician's commission of any offense involving moral turpitude, including but not limited to fraud, theft, or embezzlement;
  - ix. Physician's or any Physician's failure to qualify for malpractice insurance at similar standard rates established for other Physicians whose malpractice insurance is provided by Authority;
  - x. Physician's or any Physician's failure to render services in accordance with the accepted standards applicable to Physician's or Physician's practice or to the services rendered and/or Physician's or Physician's failure to render care and services in accordance with the expectations established by Authority; and/or
  - xi. Any other action by Physician or any Physician that, in the reasonable opinion of Authority, could or does jeopardize the health or wellbeing of any patient and/or the business dealings or reputation of Authority.
- c. During the Term of this Agreement, Authority shall enter any physician supervisory, collaborative, or other similar professional relationships necessary for Physicians to provide the Service. Physician shall provide reasonable notice to Authority of any such requirements and shall not provide, and shall be excused from providing, the Services, through its Physician, in the absence of the requisite relationships.

## 7) Performance Metrics and Evaluation

- a. Objectives and Key Performance Indicators (KPIs): The Physician agrees to meet specific measurable outcomes related to patient care quality and satisfaction, assessed through the following KPIs:
  - Patient Satisfaction Scores: Maintain or exceed a 90% satisfaction rate on patient surveys.
  - Readmission Rates: Reduce readmission rates to less than 10% for conditions typically preventable through effective care and follow-up.
  - Compliance with Treatment Protocols: Achieve at least 95% compliance with clinical pathways designated by the hospital.
- b. Review Intervals: The Physician's performance under these KPIs will be reviewed quarterly, with a comprehensive evaluation conducted biannually.
- c. Consequences for Non-Compliance: Failure to meet established metrics consistently may result in a review and potential modification of terms within this Agreement, imposition of performance improvement plans, or possible termination if non-compliance persists.
- d. Financial Contribution: The Physician is expected to contribute to the hospital's revenue through efficient service delivery that aligns with the hospital's financial goals. Specific financial targets will be set annually, based on the hospital's overall financial performance objectives.

## 8) Reimbursement Requirements; Proper Documentation.

- a. Each Physician will record, maintain, and complete in a timely fashion (not more than 48 hours after the applicable patient encounter), upon such forms as Authority or the applicable Hospital may prescribe, all records required by Medicare or any third party reimbursement entity documentation of all services provided by such Physician under this Agreement and any other professional or patient care services provided by Physician, including records required by any reimbursement entity for Authority or Hospital to receive full reimbursement for Physician Services hereunder.
- b. Physician and each Physician will participate in health plan arrangements (such as health maintenance organizations and preferred provider organizations) at the request of Authority and will enter into any agreements required by Authority and the health plans. Authority or its agents will represent Physician and/or any Physician in all health plan contracting and negotiations.
- c. Physician and each Physician will comply with federal documentation guidelines when supplying supporting documentation for professional or patient care



services provided. Each Physician will attend compliance education and training as required by Authority.

- d. The documentation requirements referenced in this Section are (i) established by federal and/or state laws and regulations governing the provision of healthcare services, to which
- e. Authority and/or Physician and each Physician are subject and are wholly outside the control and/or discretion of Authority; and/or (ii) reflect the terms and conditions set forth in Authority's existing contracts with third-party payors for the provision of healthcare services to the payor's beneficiaries, regardless whether such services are rendered by Authority, or through one of its contractors, and which terms may not be modified without written consent of the third-party payor. The policies referenced in this section reflect such legal and regulatory requirements and contractual obligations. By requiring that Physician and each Physician strictly adhere to and comply with such policies and the requirements stated therein, Authority is requiring that Physician and each Physician render services in compliance with applicable law, regulation, and third-party payor conditions. Such requirement is in no way an attempt by Authority to control the manner and/or means of Physician's rendering of the healthcare services contemplated under this Agreement, nor shall it constitute interference with any Physician's independent clinical and professional judgment.

#### **9) Medical Records.**

- a. Physician and each Physician shall abide by all legal requirements, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), including the Privacy and Security Rules, the Health Information Technology for Economic and Clinical Health Act (HITECH), and all implementing regulations promulgated thereunder, as well as applicable state laws for maintaining the confidentiality of patient information (collectively referred to as "HIPAA Protections"). Physician and each Physician shall further adhere to all Authority policies and procedures for implementing and maintaining such patient privacy protections. Because patient privacy may be implemented in several ways, Physician acknowledges that adherence to Authority's operational methods for ensuring these protections is the only reasonable means by which to achieve compliance with privacy-related laws and regulations as between Physician and Authority. Physician will take such further actions as are necessary and appropriate in connection herewith.
- b. EMR Compliance: The Physician shall utilize the Electronic Medical Records system implemented by the hospital, adhering to all operational standards and privacy regulations.

#### **10) Training and Continuing Education**

- a. Ongoing Professional Development: The Physician is required to complete a minimum of 20 hours of Continuing Medical Education (CME) annually, relevant to their specialty.
- b. Financial Support for Education: The Authority agrees to provide a stipend of up to \$2,000 annually to cover expenses related to CME accreditation.
- c. Telehealth Services: The Physician is expected to participate in telehealth services, aligning with current hospital standards and practices.

## **11) Fees and Billings.**

- a. Authority and/or its agent will bill and collect all fees for professional services rendered by the Physician.
- b. Physician and its Physicians under this Agreement. Consistent with the foregoing, Physician hereby assigns any interest which Physician, or its Physician's may have to bill and receive payment for Physician's provision of services under this Agreement and acknowledges that Physician will have no right, title, or interest in any amounts received for provision of the Services hereunder. Physician shall be responsible for the proper documentation and as applicable, coding of Physician's services. In the event Physician or any of its Physician's receives any professional fees directly, Physician shall promptly deliver all amounts received to Authority. In the event that any third-party payor or any circumstances would require services performed by Physician to be billed in the name of or on behalf of Physician or a Physician, Physician hereby designates, authorizes and appoints Authority as Physician's billing agent and grants Authority a limited power of attorney to bill on behalf of Physician for all such services. If, following the termination of this Agreement, Physician receives any payment from any patient who owes fees to Authority or from any third party on behalf of such patient, such payment shall be treated as a payment to Authority, and Physician shall promptly remit such amount to Authority.

## **12) Termination.**

- a. **Termination Tenants:**  
Either party may terminate this Agreement "without cause" by delivering 90 days' advance written notice to the other party. Such notice must be delivered in writing and will commence from the date of receipt.

- i. Authority may terminate this Agreement immediately "for cause" in the event Physician:
  1. ceases to be qualified as required in Section 2;
  2. fails to comply with all of Physician's representations, warranties, and covenants in this Agreement, including those set forth in Section 3; or (iii) violates any provision of Section 6.
- ii. Physician may terminate this Agreement immediately "for cause" in the event of any material breach by Authority of its obligations hereunder if such breach is not cured by Authority within ninety (90) days of receipt of written notice from Physician of the alleged breach and the factual basis thereof.
- iii. This Agreement will terminate immediately upon Physician's dissolution. Physician shall notify Authority of any voluntary dissolution at least 45 days prior beginning to wind up business.
- iv. If this Agreement is terminated: (i) Authority may immediately relieve Physician of
- v. Physician's obligation to perform additional Services hereunder or require Physician to complete any outstanding documentation, at Authority's discretion and direction; (ii) Physician will be entitled only to Physician's prorated compensation through the effective date of termination; (iii) Physician will return/provide to Authority all patient records, including but not limited to medical chart notes and contents, test results, studies, x-rays, and other information; and/or (iv) require the return or proof of destruction of any of Authority's Confidential Information, as that term is defined in Section 12, below.
- vi. Authority shall have the right to request immediate removal of any Physician upon written notice to Physician stating the reason for removal. Alternatively, Authority may request removal of a Physician for any reason without stated cause upon thirty (30) business days prior written notice.

## **b. Dispute Resolution**

- i. Mediation and Arbitration Process:
  1. Initial Step - Mediation: In the event of a dispute, parties agree to first attempt to resolve the issue through mediation, utilizing the services of [Name of Mediation Service], located at [Mediator's Address].
  2. Escalation to Arbitration: If mediation does not resolve the dispute within 30 days, the dispute will escalate to arbitration, to be conducted by [Name of Arbitration Service] in Custer County, Oklahoma, and governed by the rules of the American Arbitration Association.

**c. Arbitration Location**

Designated Venue for Arbitration: Any disputes arising out of or related to this agreement shall be resolved by arbitration, to be held in Custer County, Oklahoma, in accordance with the applicable laws of the State of Oklahoma.

**d. Legal and Regulatory Compliance**

- i. Proactive Compliance: Both parties shall monitor changes in healthcare regulations and implement necessary adjustments to practice protocols promptly.
- ii. Amendment Process: In the event of significant regulatory changes impacting the Agreement or practice operations, both parties will negotiate in good faith to amend the Agreement to achieve compliance with new legal standards.

**13) Confidentiality, Non-disclosure, and Non-solicitation.**

- a. Acknowledgement. Under this Agreement, Authority may disclose or otherwise make available to Physician and the Physician's certain information that Authority considers proprietary and confidential (the "Confidential Information"). Provider shall enter such additional, and not less restrictive, agreements with its Physician's as may be necessary to protect the Confidential Information of Authority and give practical effect to this Section 11.

- b. Confidential Information. Physician understands and acknowledges that such Confidential Information includes, but is not limited to the following:

Information concerning the Authority's discoveries, ideas, conceptions, formulae, licensed technologies and software, innovations, inventions, methods, processes, apparatus, devices, products, techniques, technologies, and improvements thereto and physical manifestation thereof; information concerning the nature of Authority's business and its manner of operation, financial and accounting information, such as cost, pricing, and billing information, client profiles, financial policies and procedures, revenues and profit margins; sales and marketing information, such as sales strategies and programs, and information concerning Authority's Hospitals and client lists; Authority policies and procedures; information concerning Authority's business relationships with persons, firms, corporations, and other entities; the terms of this Agreement; and other internal business information that Physician knows or reasonably should know the Authority intends to be treated as Confidential Information.

- c. Non-Confidential Information. The term "Confidential Information" shall not include any information that: (i) is in the public domain through no wrongful act of Physician; (ii) is developed by Physician without use of the Authority's Confidential Information; or (iii) becomes publicly known or otherwise ceases to

be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by Physician.

- d. Non-Disclosure. Physician acknowledges and agrees that: (1) the business of the practice of medicine by delivering medical care via inpatient means involves the use of Confidential Information; (2) if such Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to Authority and would give a competing business an unfair advantage against Authority; and (3) Authority wishes to protect such trade secrets and information from unauthorized possession, use or disclosure, and to protect itself from unfair competition. Physician further acknowledges and agrees that such Confidential Information is a valuable and unique asset of Authority, and that Physician will not, at any time, whether during or after the term of this Agreement, or in any manner, whether directly or indirectly, divulge, disclose, or communicate any such Confidential Information to any person, firm, corporation, or other entity for any reason without the express, prior written consent of Authority. Notwithstanding the above, Physician may disclose Confidential Information upon the order of any competent court or government agency; provided that, prior to disclosure, to the extent possible, Physician shall (i) assert the confidential nature of the Confidential Information to the court or agency; (ii) immediately notify the Authority in writing of the court's or agency's order or request to disclose; and (iii) cooperate fully with the Authority in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. Physician agrees to secure and protect the Authority's Confidential Information with the same degree of care as Physician would exercise with respect to his or her own confidential information, but in no event with less than reasonable care.
- e. Remedies. Physician acknowledges and agrees that the restrictions contained in this Section 11 are reasonable, necessary, and narrowly tailored to protect the legitimate interests of Authority, and that any violation of this Section 11, or any portion hereof, will result in immediate and irreparable harm to Authority, for which a remedy at law is inadequate. Notwithstanding the terms of Section 12 of this Agreement, upon any breach or threatened breach of any provision of this Section 11, Authority shall be entitled, in addition to any other available remedies at law or at equity, to seek immediate injunctive and other equitable relief, including specific performance of Physician's obligations under these provisions, without bond and without the necessity of showing actual monetary damage. These rights conferred upon Authority by the preceding are cumulative and shall not prevent Authority from recovering any form of monetary damages or other legal relief, including but not limited to compensatory, special, and punitive damages, as well as court costs and attorneys' fees.

**14) PERFORMANCE, BREACH, OR TERMINATION THEREOF TO MEDIATION AND ARBITRATION, AND THAT THE DISPUTE RESOLUTION PROVISIONS SET FORTH**

**IN THIS SECTION CONSTITUTE A WAIVER OF THE PARTY'S RIGHT TO A JURY TRIAL.**

**a. Policies and Procedures.**

Physician and each of the Physician's will abide by the rules, policies, and procedures of Authority, all as may be amended from time to time, and the requirements of various governmental or accrediting agencies applicable to Authority, Physicians and Physician. These rules, policies and procedures may include, among other things, standards of care and professional protocols applicable to Authority.

**b. Insurance and Indemnification.**

- i. Authority will provide Physician and Physician's with reasonable and adequate insurance coverage on a "claims made" basis or otherwise against claims of professional errors or omissions for the Services provided hereunder, in accordance with and pursuant to Authority's established professional liability coverage arrangements. The limits of liability of such coverage shall not be less than \$1 per occurrence and \$3,000,000 per annum in the aggregate. Authority will also provide Medical Director (if organized and arranged through Physician), coverage limits the same as Physician to include any additional coverages for Medical Director coverage as required by local/State/Federal laws, if position is assigned and accepted.
- ii. If this Agreement terminates for any reason, Physician (and Medical Director if applicable) will obtain and maintain extended reporting coverage (or "tail insurance") of no less than 5 years duration with limits no less than those specified above. Authority may, in its discretion, withhold the amount of such premiums or fees from the compensation or other payments due to Physician and pay it directly to the insurance carrier for such additional extended periods of insurance coverage, as Authority may deem reasonable.
- iii. Physician will indemnify and hold Authority harmless, including its successors and assigns, from and against any and all liabilities, costs, damages, expenses, and/or reasonable attorneys' fees arising out of or attributable to any and all acts, errors, or omissions arising out of this Agreement and/or Physician's or Physician' provision of services or other activities in connection with this Agreement. Such

indemnification shall include, but in no event be limited to, any liability, fine, expenses, and/or fee, including reasonable attorneys' fees and/or any taxes, assessments, and/or penalties, arising out of a determination by any agency or court of competent jurisdiction that—contrary to the intent of the Parties, collectively and individually—Physician is an independent contractor.

- iv. Authority assumes no liability for wages or benefits owed to the Physician's by virtue of their engagement by Physician. Physician agrees to carry all required insurances as may be appropriate to the circumstances of Physician's engagement of each Physician, including but not limited to workers' compensation insurance.

#### **15) Legal Event and Amendment to Comply with Law.**

If any local, state, or federal laws or regulations, whether now existing or enacted or promulgated after the date of this Agreement, are interpreted by judicial decision, a regulatory agency, or legal counsel to a Party hereto in such a matter as to indicate that the terms of this Agreement violate law or have the effect of prohibiting or limiting Authority's ability to obtain reimbursements for services, Authority and Physician agree to take such action as is necessary to amend this Agreement in order to comply with any such law, regulation, promulgation, and/or interpretation of the foregoing legal obligations of a Party or the Parties hereto. To the maximum possible, any such amendment shall preserve the underlying economic and financial arrangements, as well as the underlying intent of any modified provision, as between Authority and Physician.

#### **16) No Requirement or Inducement to Refer.**

The Parties agree that the compensation being paid by Authority over the Term of this Agreement is commercially reasonable and represents the fair market value of the services contemplated hereunder in an arms' length transaction and is not determined in a manner that considers the volume or value of any referrals or business otherwise generated between the Parties. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient by the Authority or Physician to any hospital or healthcare provider. This Agreement is not intended to influence the judgment of any provider or patient in choosing medical providers or services appropriate for the proper care and treatment of patients. Neither the Authority nor Physician shall

receive any compensation or remuneration for referrals under the terms of this Agreement.

**17) Exclusivity.**

Physician agrees that during Physician's engagement by the Authority pursuant to this Agreement, Physician shall not be restricted or limited to engage in the practice of providing Hospitalist services regardless of competition with or similar to the Authority's solution anywhere in the United States whether as a sole Physician, owner, manager, employee, consultant, stockholder, investor, partner, joint venturer, trustee, officer or otherwise (such practice and provision are referred to for purposes of this Section 17 as the "Services"), for any hospital, clinic, Physician office, or other health care provider or facility which provides a solution similar to or competitive with the Authority's solution. The Parties acknowledge that Physician presently operates and will continue to operate a staffing solution model for any healthcare delivery platform (inpatient and outpatient) (the "Pre-Existing Services"). Nothing contained within this Agreement shall be construed to constrain or limit Physician's ability to continue to operate the Pre-Existing Services. These terms shall include any contractor, sub-contractor, or consultation expert (to include Medical Directorship) that Physicians engages with.

**18) Permitted Activities.**

During Physician's engagement with the Authority, Physician is free to engage in other independent contracting, professional or business activities, if Physician does not engage in any such activities occupy Physician's attention as to interfere with the proper and efficient performance of Physician's Services for the Authority.

**19) Credentialing Requirements**

Maintenance of Credentialing: The Physician is required to maintain active credentialing at all times during the term of this Agreement. This includes keeping all medical licenses, certifications, and necessary qualifications up to date, in accordance with the standards set by the medical staff bylaws of the hospital and applicable state and federal regulations.

**20) Miscellaneous Provisions.**

- a. Merger. This Agreement, along with all Attachments, Exhibits A & B, and any Addenda, constitutes the entire understanding and agreement between the



Parties relating to the subject matter hereof and supersedes and cancels all previous or collateral agreements, negotiations, commitments, representations, or understandings between the Parties with respect to this Agreement and the subject matter hereof.

- b. Assignment & Delegation. Physician may not assign his or her rights or delegate his or her duties under this Agreement, including, without limitation, by way of subcontracting any services contemplated under this Agreement, without the prior written consent of Authority. Authority will provide notice to Physician of any assignment of Authority's rights or delegation of its duties that may materially alter the terms of this Agreement within a reasonable time under the circumstances.
- c. Governing Law. This Agreement shall be governed, construed, and performed in accordance with the laws of State of Oklahoma, without regard to conflict of law principles.
- d. Attorneys' Fees. In the event either Party to this business contract brings or files legal action, against the other party to enforce the terms of this Agreement and obtains a final, no appealable determination, judgment, or court order on the merits and granting the relief sought, each party shall be responsible for paying their reasonable costs and attorneys' fees of their own attorney, at the discretion of any court of competent jurisdiction.
- e. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective under applicable law. If any provision or provisions of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, as contrary to the laws or public policies of the State of Oklahoma or the United States, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions, and the validity or enforceability of the remaining provisions shall not be affected. Furthermore, the Parties agree that a court may add, as part of this Agreement, a provision consistent with the intent of the Parties and as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to render such provision legal, valid, and enforceable.
- f. Modification & Waiver. An obligation under this Agreement may be waived only by a writing addressed to the specific waiver and signed by both Parties and the waiving Party, as the case may be. No waiver of any provision or default under this Agreement shall affect the right of the Parties thereafter to enforce any other provision or to exercise any right or remedy in the event of any other default, whether similar. This Agreement may be modified by Authority to conform with changes in policy and/or regulation by providing a copy of any such modification to Physician. Physician may modify this Agreement only with the written consent of Authority, which consent, and modification shall be attached to this Agreement.

- g. Notices. Any and all notices, demands, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be given by overnight courier or by certified U.S. mail (with return receipt requested), or via email, to the respective Party at the address provided below or as otherwise indicated by notice given in accordance with this provision. If delivered by overnight courier, such notice shall be effective on the date of delivery to the address indicated above if delivered on a business day, otherwise such notice shall be effective on the next succeeding business day. If delivered by certified U.S. mail, such notice shall be effective on the third business day after the date of mailing. If delivered by email, such notice shall be effective on the first business day after the date the email was sent.
  
- h. Facility Credentialing. Authority will provide Physician credentialing assistance support and facilitate enrollment of any insurance plan for Authority and/or its agent in which services are billed for professional services rendered by Physician and its Physicians under this Agreement. Physician will provide an electronic link to Authority with all necessary documents required for credentialing purposes, in accordance with any Authority and/or its agent's request.

If to Authority:

Clinton Regional Hospital Authority

Attention: Len Lacefield, MBA MHA

Title: CEO CRH

Address: 100 N 30<sup>th</sup> Street

Phone : 580-547-5128

E-mail : Len.lacefield@crhaok.com

If to Physician:

Attention: Dr. Bryan L. Bluth, MD

Address: 1315 N. Washington Ave.  
Weatherford, OK 73096

Email: bluth@doctorbluth.com

**[Signature page follows]**

The parties are signing this Hospitalists Coverage Services Agreement as of the Effective Date.

Clinton Regional Hospital Authority:

Ken Baker

Date:

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Dr. Bryan Bluth, MD

Date:

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## **Exhibit A**

### **Physician's Compensation**

Authority will pay Physician as standard compensation the following:

- 1) Physician Position: Hospitalist — On-Site & Off-Site Services (cross-cover 24/7/365)
- 2) Physician Pay: Facility census-driven model. Fee schedule below is per day:
  - a. If coverage is shared by others at a 12-hr. coverage rate, the fee will be \$500/12 hr. coverage, will define one-half base compensation.
  - b. Holiday pay increases by \$500.00 to \$1,500 per 24-hr. period.
  - c. Holiday pay increases by \$250 per day to \$750 for 12 hr. coverage period.
  - d. Holidays are as follows:
    - i. New Year's Day
    - ii. Memorial Day
    - iii. Independence Day
    - iv. Labor Day
    - v. Thanksgiving Day
    - vi. Christmas Day
- 3) Hours of Daily Required On-Site Coverage:
  - a. 24 hrs. per day for Base Coverage
  - b. 12 hrs. per day one-half base coverage
- 4) Shift covers minimum expectations: 24 hours per day; 7 days per week; 365 days per year.
- 5) Medical Director Fee: If Physician provides Medical Director, a monthly fee schedule will be: \$2,000.
  - a. Medical Director shall serve as Supervising/Collaborating/Primary Admitting Physician to Physicians and available to Authority
  - b. Medical Director fee includes 2 hours/month for on-site Facility Medical Director requirements needs/obligations and 2 hours/month of off-site/tele availability as required.
- 6) Physician and Authority shall meet and confer periodically regarding appropriate Physician staffing and compensation commitments. Any modification of the above-described coverages or rates of pay shall be in writing and approved by the Authority.

7) Compensation Summary

- a. A base fee of \$1,000 dollars per 24 hr. period will define "base compensation".
  - i. Daily: \$1,000
  - ii. Annually:  $\$1,000 \times 365 = \$365,00$
- b. Additional Costs:
  - i. Medical Director Fee: \$2,000 per month = \$24,000 annually.
  - ii. Insurance, benefits, and other overheads (assuming 20% of salary):  $20\% \times \$365,000 = \$73,000$ .
- c. Total Annual Cost:  
 $\$365,000$  (salary) +  $\$24,000$  (director fee) +  $\$73,000$  (overheads) =  $\$462,000$ .

8) Revenue Requirement:

To cover \$462,000, the physician's services need to generate at least this amount annually. This calculation doesn't factor in any potential profits or additional operational costs tied to the physician's activities.

9) Contracted location of where services are to be rendered under this Exhibit A:

Clinton Regional Hospital

100 N 30th St.

Clinton, OK 73601

**EXHIBIT B**

**ADDITIONAL UNDERSTANDINGS**

- 1) If Physician must cancel a shift or hours scheduled to work and is unable to arrange for his/her shift to be covered by another of Authority's Physician, then Physician shall provide no less than seventy-two (72) hours' notice to Authority. If Physician is unable to work as scheduled and arrange for coverage by another Authority Physician on three (3) occasions or more, Authority may terminate this Agreement immediately without notice.
- 2) An addendum to this contract will facilitate growth of additional coverage and facilities with the understanding compensation will be as above.

**EXHIBIT C**

**BUSINESS DEVELOPMENT AND COMMUNITY INVOLVEMENT**

- 1) Participate in the innovation team – bringing new ideas and technology.
- 2) Sharing opportunities that would increase revenue while meeting additional regional needs
- 3) Increase business to the hospital through service and participation.
- 4) Be a part of marketing, stories, press and overall hospital to community awareness.
- 5) Participate when appropriate in community building awareness, and service
- 6) Participate and assist in helping to lead the recruit efforts and promotion thereof