

## AMENDED CLINIC MANAGEMENT SERVICES AGREEMENT

This Amended Management Services Agreement (this "Agreement") is made effective as of April \_\_\_\_\_, 2023 ("Effective Date"), by and between Clinton Hospital Authority, an Oklahoma Public Trust, (hereafter referred to as "Trust") and Carrus Health, LLC, a Texas Limited Liability Company (hereafter referred to as "Carrus").

### RECITALS

WHEREAS, Carrus has a background in operations and management of medical facilities;

WHEREAS, Trust is the owner of Clinton Regional Urgent Care, (hereafter referred to as the "Clinic") located at 90 N. 30th, Suite 6, Clinton, Oklahoma, which is an Urgent Care Clinic as defined by OAC 317:30-5-42.4;

WHEREAS, Trust and Carrus have previously entered into a Management Services Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (Prior Management Agreement);

WHEREAS, Carrus believes that the provision of a Physical, Occupational and Rehabilitative Therapy Clinic (Therapy) would provide complementary services to the Urgent Care Clinic and future hospital operations;

WHEREAS, Trust owns space previously dedicated Outpatient Physical Therapy located at the southwest corner of the Clinton Hospital;

WHEREAS, the Parties wish to amend their Prior Management Agreement to include Carrus' management of the Therapy operations located at the Clinton Hospital, until such time as the Hospital is opened for operation.

### AGREEMENT

NOW THEREFORE, the parties agree to amend the Prior Management Agreement as follows (additions underlined):

**DESCRIPTION OF SERVICES.** Beginning March 13, 2023, Carrus will provide day to day management services for the operation of the Clinic. Further Beginning on or about April 10, 2023, Carrus will provide day to day management services for the operation of the Therapy Clinic. Carrus will be responsible for staffing, advertising, services rendered, ensuring the clinic and THERAPY is stocked with appropriate medical supplies, and making all other day to day decisions relating to the operations of the Clinic and THERAPY.

**EMPLOYEES.** All employees of the Clinic and THERAPY shall be employees of Trust. Carrus shall have no employees at the Clinic or THERAPY unless said person is a regular employee of Carrus assigned to the Clinic or THERAPY as part of any management or oversight team. It is probable that Carrus will assign medical staff, including but not limited to a Nurse Practitioners, to be used in conjunction with this operation and Carrus shall pass-through the costs of the

salary/wages of these Carrus employees to Trust. Carrus shall advise Trust of any Carrus Employee assigned to the Clinic or THERAPY. These individuals shall remain Carrus employees. Carrus may engage consultants as Carrus deems necessary. Such consultants shall be a cost of operation, even though same may be employed or contracted by Carrus. Carrus shall keep Trust informed of the number and type of consultants and/or Employees of Carrus used at the Clinic and the THERAPY.

TRUST RESPONSIBILITIES. Trust shall furnish the physical building where the clinic and THERAPY will operate. Further Trust shall be responsible for the actual costs of day-to-day expenses including staffing, medical providers, medical supplies, utilities, cleaning, and all other day to day expenses incurred in the actual operation of the Clinic and THERAPY.

MANAGEMENT FEE. Carrus is responsible for the billing, collections and handle the Electronic Medical Records and for these services Carrus will receive 6% of the actual gross collections of the clinic and THERAPY, and said funds shall be deducted from the gross collections and/or paid to Carrus monthly from funds received from all sources. This fee is for the billing, collections, and the Electronic Medical Records, ("EMR"), at the Clinic and THERAPY. No additional costs for the EMR shall be paid by Trust.

CARRUS RESOURCES. Trust recognizes and understands that as part of the management services provided to Trust, Carrus shall use its agreements with providers to minimize expenditures of the Clinic and of the THERAPY. Additionally, it is expected Carrus shall operate the Clinic billing and THERAPY billing through its Carrus Care Physicians Group as to take advantage of contracts already in place with providers. This will limit any significant delays in reimbursement for services rendered. These services shall be furnished at no cost to the Clinic, THERAPY, or Trust. Any additional managed care contracts shall be the responsibility of Carrus to negotiate at no cost to Trust. Carrus has the right to use any of its in-house resources and services and shall have the right to be compensated for said services at a rate that is equal to or less than the rate the same services are available from an independent source. These services shall be disclosed to Trust for review.

LICENSING: The parties shall work together to obtain any required state or federal licenses and or permits. Costs of the acquisition of any license or permits shall be solely borne by Trust. If Carrus incurs any expense by third parties arising from actions to acquire any license or permit that expense shall be reimbursed by Trust within 30 days upon the presentment of proof of the expense. This includes but is not limited to costs for licensing fees, other fees, architectural costs, and surveys, legal or accounting expenses. The parties agree that any new license or permit for the operation of the Urgent Care Clinic or the THERAPY shall be owned/held by Trust. Carrus shall have no claim to use of the Trust license or permit at the termination of this Agreement.

REPORTING. When requested by Trust, but not more than monthly, Carrus, as part of its management services, shall furnish to Trust a monthly written report to update Trust as to the Clinic's performance and the THERAPY's performance. Upon request this report on the Clinic's performance and/or the THERAPY's performance shall be presented at the monthly meeting of the Clinton Regional Hospital Board.

TERM/TERMINATION. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date and continuing year-to-year, unless sooner terminated as provided in this Section. Upon the licensing and opening of Trust owned Hospital, this agreement may be terminated by either party upon 90 days written notice to the other party, or otherwise by agreement.

RELATIONSHIP OF PARTIES. It is understood by the parties that Carrus is an independent contractor with respect to Trust and that Carrus employees are not employees of the Clinic, THERAPY, or of Trust.

INSURANCE. Trust agrees to carry insurance on not only the Clinic and THERAPY, and the physical facilities but also all required liability insurance with a minimum loss amount shall be the same as shown in that certain Management Services Agreement executed by the parties on October 29, 2022, as well as all required workers compensation coverage and/or any other coverage required by law. Carrus shall be named as a loss payee on the liability policy.

ACCESS TO BOOKS AND RECORDS. Carrus and Trust hereby agree that: (a) until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, each shall make available, upon written request of the Secretary of the Department of Health and Human Services (the "Secretary"), or upon written request of the Comptroller General, or any of their duly authorized representatives, this Agreement and any books, documents, and records that are necessary to certify the nature and extent of the costs incurred by Trust or Carrus with respect to his Agreement and the services provided pursuant to it; and (b) if either Carrus or Trust carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more in a twelve (12) month period with a related organization, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of any services pursuant to the subcontract, the related organization shall make available, upon written request of the Secretary, or upon request of the Comptroller General, or any of their duly authorized representatives, the subcontract, and any books, documents, and records of such organization are necessary to verify the nature and extent of the costs incurred with respect to the subcontract and the services provided pursuant to it. This Agreement shall be automatically and retroactively amended, without the necessity of any action by the Parties to it, to include the terms of any rules, regulations, or judicial or administrative interpretations or decisions promulgated or made under Section 1861(v)(1)(I) of the Social Security Act, to the extent that the terms of such rules, regulations, interpretations, or decisions differ from the provisions of this Section. Such automatic and retroactive amendment shall be deemed to have become effective on the effective date of the amendment.

HIPAA COMPLIANCE. The Parties understand and acknowledge that Carrus will be considered a "business associate," as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and to that end Carrus and Trust have executed a Business Associate Agreement.

COMPLIANCE WITH APPLICABLE LAW. This Agreement shall be construed to be in accordance with all federal and state laws, including laws relating to Medicare, Medicaid, and

other third-party payers. In the event there is a change in such laws, whether by statute, regulation, agency or judicial decisions or interpretation, that has any material effect on any term of this Agreement, or in the event that counsel to one Party determines that any term of this Agreement poses a risk of violating such laws, then the applicable term(s) of this Agreement shall be subject to renegotiation and either Party may request renegotiation of the affected term or terms of this Agreement, upon written notice to the other Party, to remedy such condition. In the interim, the Parties shall perform their obligations hereunder in full compliance with applicable laws.

RETURN OF RECORDS. Upon termination of this Agreement, Carrus shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Carrus' possession or under its control that is related to the business to Trust.

NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or received by certified mail to the following addresses:

If for Carrus:  
Jon Rains  
1810 W US HWY 82  
Sherman, TX 750092

If for Trust:  
Ryan Meacham  
807 Frisco Ave  
PO Box 1236  
Clinton, OK 73601

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Oklahoma.

SIGNATORIES. This Agreement shall be executed on the behalf of Carrus Health by Jon Rains and on behalf of Clinton Hospital Authority, an Oklahoma Public Trust, by the Chairman of the Clinton Hospital Authority.

Date signed by Clinton: \_\_\_\_\_  
Party receiving services:  
Clinton Hospital Authority, an Oklahoma  
Public Trust

Date signed by Carrus: \_\_\_\_\_  
Party providing services:  
Carrus Healthcare, LLC

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Jon Rains, President & COO