

**PROFESSIONAL SERVICES AGREEMENT FACE SHEET  
EMERGENCY DEPARTMENT COVERAGE**

**FACILITY NAME:** Clinton Hospital Authority, d.b.a., Clinton Regional Hospital ("FACILITY")

**FACILITY ADDRESS:** 100 North 30<sup>th</sup> Street, Clinton, OK 73601

**GROUP NAME:** Emergency Physicians of Midwest City, LLC ("GROUP")

**GROUP MAILING ADDRESS:** 200 N Bryant Ave, Suite 10, Edmond, OK 73034

**SERVICES PROVIDED:** Emergency Department Physician (and, if applicable, advanced practice clinician) staffing services ("SERVICES")

**EFFECTIVE DATE:** October 30, 2023 ("EFFECTIVE DATE")

**TERM:**

- Pre-billing term: four (4) months from EFFECTIVE DATE
- Billing term: twelve (12) months from EFFECTIVE DATE
- Renewal: annually unless termination notice is provided ninety (90) days prior to renewal date.

**TERMINATION:** After twelve (12) months from the Effective Date, either party may terminate this AGREEMENT, without cause, by providing not less than ninety (90) days prior written notice stating the intended date of termination. Either party may terminate this AGREEMENT at any time in the event that the other party engages in an act or omission constituting a material breach of any term or condition of the AGREEMENT. The party electing to terminate the AGREEMENT shall provide the breaching party with not less than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice in which to remedy the breach and conform its conduct to the AGREEMENT. If such corrective action is not taken within the time specified, this AGREEMENT shall terminate at the end of the thirty (30) day period without further notice or demand.

**LOCATION:** Solely within the four walls of the FACILITY.

**EXCLUSIVITY:** The GROUP is the exclusive contractor of the SERVICES. So long as this AGREEMENT is in effect and the GROUP is not in breach thereof, GROUP shall be the exclusive source of SERVICES.

**COMPENSATION:** The initial phase (pre-billing term) of the AGREEMENT includes a stipend-only provision. When the FACILITY has obtained specific Medicare licenses and authority, the GROUP will bill and collect professional fees and receive a revised monthly stipend from the FACILITY. See Addenda A (Pre-Billing period) and Addendum B (Billing Period).

## **PROFESSIONAL SERVICE AGREEMENT STANDARD TERMS and CONDITIONS**

This Emergency Department Professional Services Agreement (“AGREEMENT”) is entered into by and between Clinton Hospital Authority, d.b.a., Clinton Regional Hospital (“FACILITY”) and Emergency Physicians of Midwest City, LLC (“GROUP”).

### **BACKGROUND**

The FACILITY desires to retain the GROUP to provide the services (“SERVICES”) set forth in the Cover Sheet, and the GROUP, possessing the required experience, expertise, licensure, certification, and approvals, desires to provide the SERVICES upon the terms and conditions stated herein. The AGREEMENT is entered into for the purpose of defining the parties’ respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this AGREEMENT, the parties, intending to be legally bound, agree as follows:

### **SECTION 1 – GROUP General Obligations**

1. **Provision of the SERVICES.** GROUP shall provide the SERVICES as set forth on the attached Cover Sheet, and, as applicable, as set for in any Exhibit(s) or Addenda attached hereto, each of which are hereby incorporated into the AGREEMENT by this reference, with sufficient qualified, experienced, licensed and certified GROUP’S Representatives to ensure the timely availability of the SERVICES twenty four (24) hours a day, seven (7) days a week.
  - a. As used in the AGREEMENT, the terms, “GROUP;” “GROUP’s Representative,” and/or “GROUP’s Representatives,” shall all mean GROUP and all the GROUP’s employees, shareholders, partners, subcontractors, and agents of the GROUP providing SERVICES under the AGREEMENT and have the same meaning regardless of whether they are used individually or collectively in the AGREEMENT.
  - b. It is agreed that continuous SERVICES by the GROUP under the AGREEMENT is a material obligation of the GROUP.
2. **Other Requirements.** In connection with this AGREEMENT and the GROUP’s performance of SERVICES under this AGREEMENT, at all times GROUP shall:
  - a. Comply with all applicable federal, state, and local laws and regulations and the requirements of relevant oversight agencies, including, but not limited to, all laws relating to the provision of the SERVICES in the state where FACILITY is located (“STATE”), FACILITY bylaws, policies, procedures, rules, and regulations, the Medicare and Medicaid Conditions of Participation.
  - b. Compensate each employee, independent contractor, or other entity or person performing SERVICES under the AGREEMENT, and each GROUP’s owner, member and/or shareholder in a manner that complies with the Federal Anti-Kickback Statute, an exception to the Stark laws, and an appropriate exception to any state statutes similar to either or both of the foregoing federal statutes.
  - c. GROUP shall make every effort to negotiate for participation by GROUP in such programs and/or networks in which the FACILITY may participate with health maintenance organizations, preferred provider organizations, and other payers and physician-hospital organizations. GROUP shall not balance bill FACILITY’s patients other than appropriate deductibles, co-pays, and coinsurance.
3. **Insurance.** Insurance Coverage for the GROUP and GROUP’s Representatives.

- a. The GROUP shall keep and maintain professional liability insurance coverage for itself and each GROUP representative,
  - b. Coverage, as a minimum, in the amount of One Million Dollars (\$1,000,000) per occurrence per GROUP Representative, Three Million Dollars (\$3,000,000) in the aggregate per GROUP Representative
4. **Entire Agreement.** This AGREEMENT contains the entire agreement of the parties. AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. **Force Majeure.** Neither party shall be liable for nonperformance, or defective or late performance of any of its obligations under this AGREEMENT to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's control, including acts to God, war (declared or undeclared), action of any governmental authority, riots, fire, floods, weather, or other such circumstances, provided, however, no Force Majeure event shall cause any delay in payment hereunder.
6. **Addenda.** The following addenda are attached to and made a part of this AGREEMENT.
  - a. Addendum A. Pre-Billing Agreement
  - b. Addendum B. Billing Agreement

## Addendum A. Pre-Billing Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) is made and entered into as of the EFFECTIVE DATE by and between Clinton Hospital Authority, Inc. (“HOSPITAL”) and Emergency Physicians of Midwest City, LLC (“GROUP”).

(All payments for the performance of services pursuant to this AGREEMENT are to be made payable to the GROUP in the name as stated above.)

WITNESS:

WHEREAS, HOSPITAL operates an emergency health care facility known as Clinton Regional Hospital, located in Clinton, OK (“FACILITY”);

WHEREAS, HOSPITAL desires to retain GROUP to provide comprehensive clinical and administrative services to FACILITY, including, without limitation, arranging for physicians to provide coverage for FACILITY emergency department (“SERVICES”);

WHEREAS, HOSPITAL and GROUP acknowledge that the SERVICES will be provided for four (4) month from the EFFECTIVE DATE;

WHEREAS, GROUP is ready, willing and able to assume and discharge such responsibilities pursuant to the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

1. **Commence of Service.** GROUP will begin providing SERVICES under this AGREEMENT at FACILITY on the EFFECTIVE DATE.
2. **Coverage.** GROUP shall provide twenty-four (24) hours coverage per day, seven (7) days per week to address FACILITY patient needs.
3. **Staffing.** GROUP shall provide one (1) physician for each non-overlapping shift (“single coverage”).
4. **Billing.** While the FACILITY awaits necessary licenses and authority to bill federal payers, GROUP shall not bill patients or payers for the GROUP’s SERVICES.
5. **Compensation.** FACILITY shall pay the GROUP a rate of \$220,156 per month according to the following schedule:

a. November 10, 2023:	\$220,156
b. December 10, 2023:	\$220,156
c. January 10, 2024:	\$220,156
d. February 10, 2023:	\$220,156
6. **Term extension.** Should FACILITY licensing and authority preclude billing for patient services, FACILITY shall continue to pay the GROUP the monthly stipend, not to exceed a term six (6) months from the EFFECTIVE DATE. At that time, the AGREEMENT will either term or convert to the terms of Addendum B (Billing Agreement).

In Witness Whereof, GROUP and FACILITY have duly executed this AGREEMENT effective as of the EFFECTIVE DATE:

**GROUP**

Emergency Physicians of Midwest City, LLC

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Michael Kalcich, MD | Manager

**FACILITY**

Clinton Hospital Authority, d.b.a. Clinton Regional Hospital

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Name | Title

## ADDENDUM B. Billing Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) is made and entered into as of the EFFECTIVE DATE by and between Clinton Hospital Authority, Inc. (“HOSPITAL”) and Emergency Physicians of Midwest City, LLC (“GROUP”).

(All payments for the performance of SERVICES pursuant to this AGREEMENT are to be made payable to GROUP in the name as stated above.)

WITNESS:

WHEREAS, HOSPITAL operates an emergency health care facility known as Clinton Regional Hospital, located in Clinton, OK (“FACILITY”);

WHEREAS, HOSPITAL desires to retain GROUP to provide comprehensive clinical and administrative services to FACILITY, including, without limitation, arranging for physicians to provide coverage for FACILITY emergency department (“SERVICES”);

WHEREAS, HOSPITAL and GROUP acknowledge that the SERVICES will be provided for twelve (12) months from the EFFECTIVE DATE;

WHEREAS, GROUP is ready, willing and able to assume and discharge such responsibilities pursuant to the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

1. **Commence of Service.** GROUP will begin providing SERVICES under this AGREEMENT at FACILITY five (5) months after the EFFECTIVE DATE, or as outlined in Addendum A should there be a delay in FACILITY obtaining necessary licenses and authorization to bill federal payers.
2. **Coverage.** GROUP shall provide twenty-four (24) hours coverage per day, seven (7) days per week to address FACILITY patient needs.
3. **Staffing.** GROUP shall provide one (1) physician for each non-overlapping shift (“single coverage”).
4. **Billing and Compensation.** GROUP shall independently bill for and collect the charges due from patients and their insurance carriers. Charges collected by GROUP shall belong to the GROUP and shall be separate compensation for SERVICES, in addition to the monthly stipend.
5. **Encounter Records:** FACILITY shall supply GROUP, at FACILITY’s sole expense, with electronic files to allow GROUP to bill SERVICES, including:
  - a. Detailed patient demographic information
  - b. Detailed patient payer information
  - c. Patient medical records related to SERVICES provided by GROUP
6. **Stipend.** FACILITY shall pay GROUP a rate of \$193,349 per month according to the following schedule continuing through the term of the agreement:
  - a. March 10, 2024: \$193,349

b. April 10, 2024:	\$193,349
c. May 10, 2024:	\$193,349
d. June 10, 2024:	\$193,349
e. July 10, 2024:	\$193,349
f. August 10, 2024:	\$193,349
g. September 10, 2024:	\$193,349
h. October 10, 2024:	\$193,349

In Witness Whereof, GROUP and FACILITY have duly executed this AGREEMENT effective as of the EFFECTIVE DATE:

**GROUP**

Emergency Physicians of Midwest City, LLC

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Michael Kalcich, MD | Manager

**FACILITY**

Clinton Hospital Authority, d.b.a. Clinton Regional Hospital

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Name | Title