



## **LAFFOON HEALTHCARE SERVICES, LLC**

### **Agreement for Emergency Provider Staffing Services**

This agreement to provide emergency department provider staffing (the “Agreement”) is executed on 10/30/2023 (“Effective Date”) between **Laffoon Healthcare Services, LLC**, and **Clinton Hospital Authority (“client”)**. This Agreement shall begin on the Effective Date and shall continue until 06/30/2024 (“Initial Term”), unless terminated earlier under the terms of this Agreement. On the anniversary date of the Initial Term and any subsequent terms (“Renewal Date”), this agreement shall automatically extend for an additional one-year term unless written notice is provided, by either party, indicating their intent not to renew the Agreement, at least sixty (60) days before the Renewal Date. Under the terms of this Agreement the Client seeks to obtain emergency department provider staffing services from Laffoon Healthcare Services (LHS) and LHS seeks to facilitate emergency department provider staffing with Client.

Accordingly, the parties agree as follows:

#### **1.0 LHS DUTIES:**

**1.1 Presentation:** LHS will use its best efforts to identify appropriate emergency healthcare providers (“Providers”) that are acceptable to Client. A presentation is any reasonable notice by LHS to Client, in writing, of a Providers availability to perform services on behalf of Client. For scope of services and Fee Schedule see attachment A.

**1.2 Screening:** LHS will screen all Providers on behalf of Client prior to presenting Provider in written presentation.

**1.3 Verifications:** LHS will verify all state licenses, malpractice claims history, State Medical Board actions, and exclusion queries with the Excluded Parties List Service (“EPLS”) and the Office of Inspector General (“OIG”) for all Providers accepted for coverage by Client.

**1.4 References:** LHS will obtain professional references for all Providers accepted for coverage by Client.

**1.5 Malpractice Insurance:** LHS providers will arrange malpractice insurance coverage with limits of at least \$1,000,000/\$3,000,000 unless higher or lower limits are required by applicable law.

**1.7 Billing:** LHS will bill Client for services performed by each Provider according to the terms provided in “Attachment A – Rate Order” (the “Order”).

**1.9 LHS Representations and Warranties.** LHS represents and warrants that, to its knowledge, all LHS Providers meet the following qualifications. If at any time any LHS Provider fails to meet

the qualifications set forth below, LHS shall notify Authority of such failure and shall remove such LHS Provider from service at Hospital within three (3) days of learning of such failure unless otherwise agreed to by Authority and LHS in writing.

All LHS Providers providing Services hereunder shall meet the following qualifications to the extent applicable to the Provider:

(a) *Medical Staff/Allied Health Professional Staff Membership and Clinical Privileges.* Each LHS Provider shall obtain and maintain either Medical Staff membership at the Hospital and shall obtain and maintain clinical privileges at the Hospital to provide Services;

(b) *Physician Licensure.* Each Physician who is a LHS Provider hereunder shall (i) be licensed to practice medicine under Oklahoma law, (ii) have never had a medical license denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action or restricted in any material way in any jurisdiction, (iii) have completed a residency program in accredited by the Liaison Committee on Medical Education, and (iv) be Board certified or eligible for Board certification in by the American Board of or the American Osteopathic Board of ;

(c) *Advanced Practice Professionals Licensure.* Each Advanced Practice Professional who is a LHS Provider hereunder shall (i) be licensed as an advanced practice registered nurse under Oklahoma law, (ii) have never had a nursing license denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action or restricted in any material way in any jurisdiction,

(d) *Professional Liability Insurance.* Each LHS Provider shall carry professional liability coverage with limits in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate;

(e) *Medicare and Medicaid Participation.* Each LHS Provider shall be in good standing with the Medicare and Medicaid programs and have never been suspended, excluded, terminated barred or sanctioned or under threat of any of the foregoing under such programs;

(f) *Commercial Payors.* Each LHS Provider shall have and maintain participating provider status with the commercial payors with which Authority participates in accordance with Section 2.6;

(g) *DEA.* Each LHS Provider shall maintain an unrestricted federal DEA registration number and any applicable state drug permits or certifications;

(h) *Criminal Convictions.* Each LHS Provider shall have never been convicted of a felony or crime of moral turpitude as defined by governing laws of the State of Oklahoma;

(i) *Contractual Restrictions.* No LHS Provider is subject to any contractual restriction or obligation that would be breached by participating in the duties contemplated by this Agreement;

(j) *Provider Acknowledgment.* Each LHS Provider shall have executed the Provider Acknowledgment attached hereto as Exhibit 2.2.1(j);

(k) *Approval of Authority.* Each LHS Provider shall have received prior written approval from the Authority prior to the provision of Services under this Agreement.

## **2.0 CLIENT DUTIES:**

**2.1 Work Environment:** Client will supply Providers with (i) reasonably maintained, usual and customary equipment and supplies, (ii) a suitable practice environment complying with acceptable ethical and procedural standards, and, as necessary, (iii) appropriately trained support staff, all so as to enable the provider to perform medical services on comparable terms to other practitioners in the same specialty at Client's facility.

**2.3 Professional Fees:** Client will obtain from each Provider the right to bill, collect, and retain all professional fees for services rendered on behalf of Client.

**2.4 Compliance:** Client will comply with all relevant AMA, Federal, State and Local standards relating to patient care, the practice of medicine, and related activities.

**2.5 Credentialing:** Client shall pay all fees associated with privileging each Provider.

**2.7 Payment:** Client shall pay LHS the fees and expenses specified in the bimonthly invoice.

**2.8 Past Due Invoices:** Client shall pay all invoices within 5 days "upon receipt" and any invoice that is more than thirty (30) days past due shall bear interest at the rate of one and one-half percent (1 1/2%) per month, or the maximum allowed by law, whichever is lower. The client shall pay LHS all collection costs and expenses incurred by LHS to enforce this agreement, including but not limited to attorney's fee, collection agency fees, costs and expenses.

**2.9 Taxes:** Client shall reimburse LHS for the actual amount of any applicable state of local sales, gross, or similar tax (collectively "Taxes") imposed on fees paid to LHS by Client for Provider coverage. (no income tax)

**2.10 Non-Solicitation:** Client shall not solicit any Providers presented to Client for two (2) Years after the later of the date (a) LHS presents Provider's availability to the client, in writing, (b) the Provider ceased providing services on behalf of Client, or (c) the termination of this Agreement for any reason.

## **3.0 CANCELLATION**

**3.1 Termination by LHS:** LHS may terminate this agreement with sixty (60) days written notice. If termination is the result of Client's misrepresentations in the Agreement or in the Order, or breach of any obligations, prior notice is not required.

**3.2 Termination by Client:** Client may terminate this agreement or the services of any scheduled provider in writing, subject to the limitations included in Sections 3.3 and 4.5. When reasonable, Client agrees to counsel Provider on proper performance prior to canceling an assignment.

**3.3 Sixty Day Notice:** Once Client has accepted a provider, either verbally or in writing, Client agrees that termination of this agent or Provider's services, by the client for any reason other than those outlined section 3.4 shall not be effective until thirty (30) days after written notice of termination is received by LHS. Client agrees to pay for all Provider hours that are scheduled, through the effective date of termination.

**3.4 Termination for Cause:** If Client does not reasonably find the performance of any Provider to be appropriate, for reasons including, but not limited to intentional or unintentional dereliction of duties, gross negligence, or loss of hospital privileges, Client may immediately terminate the Provider without providing notice according to Section 3.3. Client shall provide written notice of such termination to LHS as soon as is reasonably possible. LHS will use its best efforts to replace the provider in accordance with Section 1.1.

#### **4.0 GENERAL PROVISIONS**

**4.1 Provider Qualifications:** Client shall exercise independent judgement as to the professional qualifications of all Providers presented by LHS.

**4.3 Representations:** Client and LHS each represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its currently practicing staff, to include for LHS its Providers and for Client its physicians and applicable healthcare staff (collectively the "Staff"), are not currently excluded from participating in Medicare, Medicaid, or any other government programs which are reported on the OIG or GSA lists of excluded parties. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party may immediately terminate that Agreement.

**4.4 Independent Contractors:** Client acknowledges that Providers placed under this Agreement are not employees of LHS. Provider's relationship to LHS is that of an independent contractor and all payments are to be made to LHS. LHS will not be responsible for any income, Social Security, Medicare, or self-employment taxes, whether state or federal. No taxes will be withheld by LHS nor will LHS furnish Workers Compensation Coverage or any other benefits. In the performance of the work, duties, and obligations of LHS under this Agreement, it is mutually understood and agreed that, with respect to Authority, LHS and the LHS Providers are performing as independent contractors; that Authority shall not have or exercise any control or direction over the methods by which LHS agents and employees perform their work, except that they are expected to perform their work and functions at all times in accordance with the currently approved methods and practices and that the sole interest of Authority is that LHS's obligations under this Agreement are performed and rendered in a competent, efficient, and satisfactory manner in accordance with community medical standards.

**4.5 Non-discrimination:** Client shall not seek to terminate a Provider's assignment, nor refuse to utilize a Provider's services for a discriminatory reason, including the Provider's race, sex, national origin, religion, age, disability, marital status, sexual orientation, veteran status, or any other protected classification.

**4.6 Indemnification:** ~~Both Client and~~ LHS will indemnify and defend ~~each other~~ Client from all claims and costs that arise from ~~unsafe workplace conditions, occupational safety or health law violations, or acts or omissions of Client's personnel or other contractors~~ the Provider's performance under this agreement.

**4.7 Improper Use:** Client shall not use any information provided to it by LHS regarding Provider in an unlawful manner, or for any unlawful or improper purposes.

**4.8 Confidentiality:** LHS and Client agree that because disclosure of the terms of this Agreement and any information about Providers may cause irreparable harm to the non-disclosing party this information is confidential and will not be disclosed to a third party, unless authority to disclose is expressly authorized and confirmed in writing by non-disclosing party. **HIPAA.** The parties acknowledge that each party and any individual providing services hereunder is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("*HIPAA*") and agree to comply with their obligations under HIPAA relating to the confidentiality and security of patient information.

**Confidential Material.** Each party shall maintain, and cause its employees and independent contractors to maintain, the confidentiality of all business and financial information of the other party not generally known to the public, and all confidential or proprietary information concerning the business, operations, or future plans of the other party, including without limitation all information, reports, memoranda, and other documents prepared in connection with this Agreement (the "*Confidential Information*"). Each party shall use and disclose, and cause its employees and independent contractors to use and disclose, the Confidential Information of the other party only (a) as expressly permitted by this Agreement or other prior written permission of the other party; (b) as necessary to fulfill the purposes of this Agreement; (c) to its financial and legal advisors, or to any financial institution as may be necessary; or (d) as required by law. In addition to the foregoing, each of Authority and LHS agrees that it will not discuss or disseminate any information related to the terms of this Agreement (including the Coverage Stipend) and any Confidential Information provided to each other in connection with this Agreement to any other third-party, except as set forth in the preceding sentence, and that it will use such information only for the purpose set forth herein. Authority and LHS further agree that they will require all of their respective employees and independent contractors (including any third party auditing or valuation firms retained to review the records provided under Sections 4.2.2 and 4.2.3) to maintain the confidentiality of such information and to use it solely in connection with the relationship between Authority and LHS under the terms of this Agreement. LHS shall be allowed to disclose to potential recruited providers the existence of this Agreement and the obligations of each party and LHS shall require such potential recruited providers to maintain the confidentiality of such information. Notwithstanding the foregoing, Authority shall not be restricted from sharing information related to the Coverage Stipend with other Authority affiliates.

**4.9 Agreement Modifications:** This Agreement may only be amended, modified, or waived when confirmed in writing by both parties.

**4.10 Client Warranties:** Client represents and warrants to LHS that it is lawfully organized and is in good standing in the State in which its principal office located, the Client's name in the introductory paragraph of this Agreement is Client's true, correct and complete legal name, and the person executing this Agreement, the Order, Confirmation Letters and nay amendments has been or will be fully authorized to do so on behalf of and as a binding act of Client.

~~4.11 Dispute of resolutions: Any dispute arising out of or relating to this Agreement shall be resolved by binding Arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding any other provision of this Agreement, any damages awarded to Client in any arbitration proceeding shall no exceed the reassessment fee in Section 2.12 Arbitration shall be conducted in Oklahoma City, OK.~~

**4.112 Severability:** If any section of this Agreement is determined to be unenforceable or invalid all other sections will remain enforceable and valid to the greatest extent allowed by law. Sections 2.7, 2.8, 2.9, 2.10, and all of Section 4 shall survive the expiration or cancellation of this Agreement.

IN WITNESS WHEREFORE, this Agreement is executed and effective as of this Effective Date.

**Laffoon Healthcare Services, LLC (LHS)**  
**11709 Milano Rd**  
**Oklahoma City, OK 73730**

BY: \_\_\_\_\_ **PRINT NAME: Dr Carl Laffoon, DNP, APRN-CNP**

TITLE: President/Owner

**Clinton Hospital Authority**  
**100 N 30<sup>th</sup> St.**  
**Clinton, OK 73601**

BY: \_\_\_\_\_ **Print Name: \_\_\_\_\_**

Title: \_\_\_\_\_

## **ATTACHMENT: A**

**Professional Fees.** LHS acknowledges that Authority shall be entitled to all fees generated by LHS pursuant to professional services rendered on behalf of Authority hereunder and services incident thereto, and all such fees shall be and remain the property of Authority. LHS expressly and irrevocably transfers, assigns, and otherwise conveys to Authority all right, title, and interest of LHS in and to any fees, whether in cash, goods, or other items of value, resulting from or incident to LHS's services pursuant to this Agreement during the term hereof and hereby appoints Authority as attorney-in-fact for collection of the same or to otherwise enforce LHS's interests therein. LHS agrees, under Authority's supervision and upon Authority's request, to sign and submit claims for compensation relating to professional services rendered by him hereunder. Any payments on such claims made directly to LHS will be transferred or endorsed by LHS to Authority upon receipt.

### **SCOPE OF WORK**

The scope of work shall consist of the following at Clinton Hospital Authority

- Provide initial compilation of qualifications, credential review and references, in addition to other information useful to approve the physician/midlevel privileges by the Hospital.
- Provide Board Certified and or Experienced Emergency Providers (MD, DO, NP or PA) up to 24 hours per day 365 days per year to include all holidays or as requested by the client.
- Provide each patient that presents at the Emergency Department a medical screening examination and appropriate treatment within the capability of the facility, in compliance with EMTALA by a Physician or Qualified Licensed Independent Provider.
- Designates an Emergency Provider to work in collaboration with the Hospital Medical Director of the Emergency Department and will serve on required or requested committees as needed.
- will provide a quality assurance program as needed to process complaints and participate in an ongoing QA/QI Performance Improvement Program, to include, but not limited to: Core Measures, Evidence based best practices, Patient Satisfaction, Hand off Communications, Reduced ER wait times, Utilization Management, ER Accurate Medical Record Coding and Peer Review as well as maintain readiness for regulatory agencies and CMS.
- All Emergency Department Providers will be Board Certified and or have equivalent experience in Emergency Services. They will also possess at a minimum a current certification in the following: BLS, PALS, ACLS and Trauma.
- Providers must participate in Level IV Trauma & Stroke Requirements.
- LHS Leadership will provide annual continuing medical education to all ER providers to include evidenced based best practices and protocols. We will also provide education and training in emergency medicine to nursing personnel on an annual basis, as needed.
- LHS will respond to rapid response requests and code blue/cardiac arrest patients throughout the facility.

***Fee Schedule: ER Coverage available 24 hours a day 365 days per year or as requested - \$115/hr and \$172.50/hr for National Holidays.***