

SNP, PLLC
Consulting Practitioner Services Agreement

This Consulting Practitioner Services Agreement (the "Agreement") shall commence on 10/30/2023 (the "Effective Date") and is by and between **Clinton Regional Hospital Authority** ("**Authority**"), and **Salubrious Nurse Practitioners PLLC**, an Oklahoma professional limited liability company licensed in the State of Oklahoma ("**Practitioner**"). Authority and Practitioner may also be referred to herein collectively as the "**Parties**" and individually as "**Party**."

Practitioner provides independent healthcare consultations/patient visits through various nurse practitioners whom Practitioner chooses to employ or otherwise engage and who are assigned by Practitioner to provide Services pursuant to this Agreement (collectively the "**Nurse Practitioners**" and each a "**Nurse Practitioner**") at Authority client Facility(ies) ("**Facility**") of Authority in accordance with Practitioners' 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 Practitioner 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 June 30, 2024 (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 Practitioner'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 Practitioner.** Practitioner covenants to Authority that Practitioner and each of the Nurse Practitioners will:
 - a) Hold an unrestricted license to practice in the State of Oklahoma, and in any additional locations where patients treated by the Nurse Practitioners may be located, at all times during the Term;
 - b) If applicable, have a current narcotics license and number issued by the appropriate governmental agency or agencies at all times 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 Nurse Practitioners may be located, at all times during the Term.

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

- a) As of the Effective Date and throughout the Practitioner's engagement with Authority, Practitioner and each of the Nurse Practitioners 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 Nurse Practitioner's competencies and scope of practice, as well as any other professional licenses and qualifications represented by Nurse Practitioner in his/her résumé, curriculum vitae, job application, or during the Nurse Practitioner's interview process (individually and collectively "**Professional Qualification(s)**"). Practitioner 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 Nurse Practitioners.
- b) Neither Practitioner nor any Nurse Practitioner is restricted by any agreement concerning noncompetition or similar restraints with any previous employer or other third party, nor is Practitioner or any Nurse Practitioner subject to any other restraints that would impair or encumber their ability or authority to perform the duties described in this Agreement.
- c) Neither Practitioner nor any Nurse Practitioner is currently a party to any claim or lawsuit involving Practitioner's prior practice and knows of no facts that would cause Practitioner to believe any claim or lawsuit would be filed. Practitioner will immediately disclose to Authority the details of any professional negligence lawsuit that is commenced against him or her or any of Practitioner's Nurse Practitioners, as well as any facts that reasonably might give rise to any other legal action against Practitioner, any Nurse Practitioner and/or Authority.
- d) Neither Practitioner nor any Nurse Practitioner 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 Practitioner or any Nurse Practitioner that would or could result in such exclusion. Practitioner will also immediately disclose, in writing, to Authority any action brought against Practitioner or any Nurse Practitioner during the Term of this Agreement that might result in exclusion from a federal or state healthcare program.
- e) Neither Practitioner nor any Nurse Practitioner has ever had any Professional Qualification suspended or terminated, nor has Practitioner or any Nurse Practitioner voluntarily surrendered or accepted any restriction of any Professional Qualification in lieu of disciplinary proceedings. Practitioner will immediately disclose in writing to Authority the details of any consent agreement, suspension, termination, or surrender of its or any Nurse Practitioner's Professional Qualification and/or any peer review action or any investigation that is commenced against Practitioner or any Nurse Practitioner.

- f) Practitioner and each of the Nurse Practitioners is fully capable, both physically and mentally, of carrying out the clinical and administrative duties, along with all other obligations, contemplated under this Agreement, with or without reasonable accommodation.

4) Practitioner Services.

- a) Availability. Practitioner agrees to provide Services through such of its Nurse Practitioners as the Parties may mutually agreed upon, during such period(s) as mutually agreed upon by the Authority and Practitioner (based on Practitioner's availability) on a monthly basis (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 Practitioner 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 Practitioner's own determination of Practitioner's Nurse Practitioners' availability to work.
- b) Scope of Services. Practitioner shall assign Nurse Practitioners 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, Nurse Practitioner, 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 in-house
 - 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 Practitioner 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 Practitioner 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 Practitioner.
- x) Cooperating with the Hospital Call Center in communicating patient status, including telephonic dictation of discharge information in the standard Hospital format.
- xi) Participate in Hospital's investigations, inquiries, proceedings, conclusions, and performance improvement activities in response to patient safety incidents occurring in the course of the Provider providing Provider Services.
- xii) 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.** Practitioner 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 Practitioner, 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 Practitioner. Authority will pay within five (5) days of Authority's next Regular Meeting following receipt of the invoice. Practitioner may impose a finance charge of 18 percent per annum to all outstanding amounts unpaid for thirty (30) days or more. If this rate exceeds the maximum lawful interest amount, the interest due will be the rate permitted by state law. Authority will be responsible to pay Practitioner for all

hours scheduled for Practitioner personnel during each calendar month in which Practitioner is staffing, in accordance with the attached Ex A. Practitioner and each of the Nurse Practitioners sent home due to low census or any other Authority condition will not exclude Authority from compensating Practitioner for the scheduled hours actually provided to any Practitioner and each of the Nurse Practitioners. 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.*

Practitioner shall be solely responsible for all compensation due and owing to Nurse Practitioners, including all salary, benefits, professional liability insurance (except as otherwise permitted by **Section 14** of this agreement) and related costs. Practitioner agrees to indemnify and hold Authority harmless from and against any claims made by Nurse Practitioners against the Authority for compensation, benefits, and related items. Authority assumes no liability for wages or benefits owed to the Nurse Practitioners by virtue of their engagement by Practitioner.

6) Professional and Personal Conduct.

- a) During the Term, Practitioner and each of the Nurse Practitioners shall:
- i) Adhere to the principles of medical ethics of the American Association of Nurse Practitioners, the rules of conduct, standards, and guidelines issued by the Oklahoma State Medical Board, and other applicable licensing authorities;
 - ii) Provide Services within the generally accepted standards of nursing practice applicable to practitioners in the applicable jurisdiction at the time of treatment, and at all times exercise independent judgment consistent with the foregoing;
 - iii) 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 Practitioner has been advised in writing;
 - iv) Comply with applicable standards of the Joint Commission, or other regulatory body in Facility in which services are provided by Provider to Authority;
 - v) Comply with all applicable federal, state, and local laws and regulations;
 - vi) 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 Nurse Practitioner at all times retains and exercises such Nurse Practitioner'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 Practitioner or any Nurse Practitioner, to the extent such Nurse Practitioner cannot reasonably be replaced in order to provide for uninterrupted

provision of the Services, shall constitute a material breach by Practitioner of this Agreement:

- i) The withdrawal or suspension of Practitioner's or any Nurse Practitioner's license in the State of Oklahoma, or any other licensing authority, or any limitation or restriction placed on Practitioner's or any Nurse Practitioner's practice by the Oklahoma State Medical Board or any other licensing authority.
- ii) The withdrawal or suspension of Practitioner's or any Nurse Practitioner's license to dispense or prescribe narcotic drugs;
- iii) Practitioner's or any Nurse Practitioner's failure to secure and maintain credentialing by Authority under Authority's applicable agreements with any health plans;
- iv) Practitioner's or any Nurse Practitioner's right to participate in any federal or state healthcare programs is revoked, suspended, or restricted;
- v) Any Nurse Practitioner's use of alcohol to the extent that it impairs Nurse Practitioner's job performance; any Nurse Practitioner's use of alcohol during working hours; any Nurse Practitioner's unlawful use of controlled substances or otherwise lawful use that, nonetheless, interferes with Nurse Practitioner's ability to provide Services in accordance with the standards established by Authority in the reasonable opinion of Authority; and/or any Nurse Practitioner's use of any illegal substance;
- vi) Practitioner's or any Nurse Practitioner'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 Nurse Practitioner's failure to work harmoniously with peers or subordinates, or any Nurse Practitioner's failure to carry out the Nurse Practitioner's duties proportionate to the other Authority practitioners and/or other similarly situated practitioner peers;
- vii) Practitioner's or any Nurse Practitioner's commission of any offense punishable as a felony;
- viii) Practitioner's or any Nurse Practitioner's commission of any offense involving moral turpitude, including but not limited to fraud, theft, or embezzlement;
- ix) Practitioner's or any Nurse Practitioner's failure to qualify for malpractice insurance at similar standard rates established for other practitioners whose malpractice insurance is provided by Authority;
- x) Practitioner's or any Nurse Practitioner's failure to render services in accordance with the generally accepted standards applicable to Practitioner's or Nurse Practitioner's practice or to the services rendered and/or Practitioner's or Nurse Practitioner's failure to render care and services in accordance with the expectations established by Authority; and/or

xi) Any other action by Practitioner or any Nurse Practitioner 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 into any physician supervisory, collaborative or other similar professional relationships reasonably necessary in order for Nurse Practitioners to provide the Service. Practitioner shall provide reasonable notice to Authority of any such requirements and shall not provide, and shall be excused from providing, the Services, through its Nurse Practitioners, in the absence of the requisite relationships.

7) Reimbursement Requirements; Proper Documentation.

a) Each Nurse Practitioner 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 Nurse Practitioner under this Agreement and any other professional or patient care services provided by Nurse Practitioner, including records required by any reimbursement entity for Authority or Hospital to receive full reimbursement for Practitioner Services hereunder.

b) Practitioner and each Nurse Practitioner 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 Practitioner and/or any Nurse Practitioner in all health plan contracting and negotiations.

c) Practitioner and each Nurse Practitioner will comply with federal documentation guidelines when supplying supporting documentation for professional or patient care services provided. Each Nurse Practitioner 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

Authority and/or Practitioner and each Nurse Practitioner 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 Practitioner and each Nurse Practitioner strictly adhere to and comply with such policies and the requirements stated therein, Authority is requiring that Practitioner and each Nurse Practitioner 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 Practitioner's rendering of the healthcare services contemplated under this Agreement, nor shall it constitute interference with any Nurse Practitioner's independent clinical and professional judgment.

8) Medical Records.

a) Practitioner and each Nurse Practitioner 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**"). Practitioner and each Nurse Practitioner shall further adhere to all Authority policies and procedures for implementing and maintaining such patient privacy protections. Because patient privacy may be implemented in a number of ways, Practitioner 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 Practitioner and Authority. Practitioner will take such further actions as are necessary and appropriate in connection herewith.

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

10) Termination.

- a) Either party may terminate this Agreement "without cause" by delivering 90 days' advance written notice to the other party.
- b) Authority may terminate this Agreement immediately "for cause" in the event Practitioner:
 - (i) ceases to be qualified as required in **Section 2**; (ii) fails to comply with all of Practitioner's representations, warranties, and covenants in this Agreement, including

those set forth in **Section 3**; or (iii) violates any provision of **Section 6**.

- c) Practitioner 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 thirty (30) days of receipt of written notice from Practitioner of the alleged breach and the factual basis thereof.
- d) This Agreement will terminate immediately upon Practitioner’s dissolution. Practitioner shall notify Authority of any voluntary dissolution at least 45 days prior beginning to wind up business.
- e) If this Agreement is terminated: (i) Authority may immediately relieve Practitioner of Practitioner’s obligation to perform additional Services hereunder or require Practitioner to complete any outstanding documentation, at Authority’s discretion and direction; (ii) Practitioner will be entitled only to Practitioner’s prorated compensation through the effective date of termination; (iii) Practitioner 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.
- f) Authority shall have the right to request immediate removal of any Nurse Practitioner upon written notice to Practitioner stating the reason for removal. Alternatively, Authority may request removal of a Nurse Practitioner for any reason without stated cause upon ten (10) business days prior written notice.

11) Confidentiality, Non-disclosure, and Non-solicitation.

- a) Acknowledgement. Under this Agreement, Authority may disclose or otherwise make available to Practitioner and the Nurse Practitioners certain information that Authority considers proprietary and confidential (the “**Confidential Information**”). Provider shall enter into such additional, and not less restrictive, agreements with its Nurse Practitioners as may be necessary to protect the Confidential Information of Authority and give practical effect to this Section 11. The rights and obligations of the Parties with respect to

such Confidential Information are as follows:

- b) Confidential Information. Practitioner 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 Practitioner 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 Practitioner; (ii) is developed by Practitioner 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 Practitioner.
- d) Non-Disclosure. Practitioner 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. Practitioner further acknowledges and agrees that such Confidential Information is a valuable and unique asset of Authority, and that Practitioner 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, Practitioner may disclose Confidential Information upon the order of any competent court or government agency; provided that, prior to disclosure, to the extent possible, Practitioner 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. Practitioner agrees to secure and protect the Authority's Confidential Information with the same degree of care as Practitioner would

exercise with respect to his or her own confidential information, but in no event with less than reasonable care.

- e) Remedies. Practitioner 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 Practitioner'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.

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.

- 12) **Policies and Procedures.** Practitioner and each of the Nurse Practitioners 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, Nurse Practitioners and Practitioner. These rules, policies and procedures may include, among other things, standards of care and professional protocols applicable to Authority.
- 13) **Insurance and Indemnification.**
 - a) Authority will provide Practitioner and Nurse Practitioners 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 \$1,000,000 per occurrence and \$3,000,000 per annum in the aggregate. Authority will also provide Medical Director (if organized and arranged through Practitioner), coverage limits the same as Practitioner and Nurse Practitioners to include any additional coverages for Medical Director coverage as required by local/State/Federal laws.
 - b) If this Agreement terminates for any reason, Practitioner (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 Practitioner and pay it directly to the insurance carrier for such additional extended periods of insurance coverage, as Authority may deem reasonable.
 - c) Practitioner 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 Practitioner's or Nurse Practitioners' 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—Practitioner is an independent contractor.
 - d) Authority assumes no liability for wages or benefits owed to the Nurse Practitioners by virtue of their engagement by Practitioner. Practitioner agrees to carry all required

insurances as may be appropriate to the circumstances of Practitioner's engagement of each Nurse Practitioner, including but not limited to workers' compensation insurance.

- 14) **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 Practitioner 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 extent 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 Practitioner.

- 15) **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 takes into account 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 Practitioner to any particular 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 Practitioner shall receive any compensation or remuneration for referrals under the terms of this Agreement.

- 16) **Exclusivity.** Practitioner agrees that during Practitioner's engagement by the Authority pursuant to this Agreement, Practitioner 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 practitioner, 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, Practitioner 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 Practitioner 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 Practitioner'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 Practitioner's engages with.

- 17) **Permitted Activities.** During Practitioner's engagement with the Authority, Practitioner is free to engage in other independent contracting, professional or business activities, provided that Practitioner does not engage in any such activities occupy Practitioner's attention as to

interfere with the proper and efficient performance of Practitioner's Services for the Authority.

18) 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 any and 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. Practitioner 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 Practitioner 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, non-appealable determination, judgment, or court order on the merits and granting the relief sought, the prevailing party shall be responsible for paying the reasonable costs and attorneys' fees of the prevailing Party, 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 or 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 or not 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 Practitioner. Practitioner 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) Supervising/Collaborative Physician. Supervising/Collaborative Physician will be provided to Practitioner by Authority for exclusive coverage for Authority only and any Facilities operated by Authority. Supervising/Collaborative Physician will only be liable to direct care provided by Practitioner's at Authority's Facility. Practitioner's will be responsible to obtain all necessary paperwork required by Practitioner's licensing board and obtain notarized signatures, if applicable, and cover all required expenses for maintenance of licensing requirements. Authority agrees that any Supervising/Collaborative Physician provided to Practitioner's does not violate any provision of **Section 6, subsection B** (or meets all comparable standards expected from Practitioner within this **Agreement, Section 6**). If Authority utilizes Practitioner provided Medical Director via a monthly fee-based service than said Medical Director shall serve as Practitioner's Supervising/Collaborative Physician removing additional Authority liability to provide any additional Supervising/Collaborative Physician.
- i) Facility Credentialing. Authority will provide Practitioner 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 Practitioner and its Nurse Practitioners under this Agreement. Practitioner 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:

Title:

Address:

Phone:

E-mail:

Federal EIN:

If to Practitioner:

Salubrious Nurse Practitioners, PLLC

Attention: Dr. Jeffery Barlow, DNP, APRN-CNP

Title: Senior Managing Member, Majority Owner

Address: 601 S. Service Rd., #6253
Moore, Oklahoma 73153

Phone: 888-611-4429 (Office/Fax)

E-mail: jeff.barlow@npofok.com

Federal EIN: 47-2575528

State ID: 3812481728

NPI: 1285032508

PTAN: 468163

DUNS: 040624026

[Signature page follows]

The parties are signing this Consulting Practitioner Services Agreement as of the

Effective Date.

Clinton Regional Hospital Authority:

Salubrious Nurse Practitioners, PLLC:

Exhibit A
Practitioner Compensation

Authority will pay Practitioner as standard compensation the following:

- 1) Practitioner Position: Hospitalist – On-Site & Off-Site Services (cross-cover 24/7)
- 2) Practitioner Pay: Facility census-driven model. Fee schedule below is per day:
 - a. Census 0: \$0
 - b. Census 1-5: \$600
 - c. Census 6-10: \$1,200
 - d. Census 11-15: \$1,800
 - e. Census 16-20: \$2,400
 - f. Census 21-25: \$3,000
- 3) Modified Federal Holiday Practitioner Coverage: A additional base fee of \$1,000 dollars per day will be added to the Census fee schedule for:
 - a. New Year's Day
 - b. Memorial Day
 - c. Independence Day
 - d. Labor Day
 - e. Thanksgiving Day
 - f. Christmas Day
- 4) Hours of Daily Required On-Site Coverage:
 - a. Variable depending on census.
 - b. Cross-Cover/Admission Orders via telecommunication when not on-site
- 5) Shift coverage minimum expectations:24 hours per day; 7 days per week; 365 days per year.
- 6) Medical Director Fee: If Practitioner provides Medical Director, a monthly fee schedule will be: \$2,750.
 - a. Medical Director shall serve as Supervising/Collaborating/Primary Admitting Physician to Practitioners 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. Any additional in-person/tele requirements will be billed at \$150/hr.
- 7) Practitioner and Authority shall meet and confer, from time to time, and mutually agree to appropriate Practitioner staffing and compensation commitments. Any modification of the above described coverages or rates of pay shall be in writing and approved by the Authority.
- 8) Contracted location of where services are to be rendered under this Exhibit A:
Clinton Regional Hospital

3030 Custer Ave.
Clinton, OK 73601

EXHIBIT B
ADDITIONAL UNDERSTANDINGS

- 1) If Practitioner 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 practitioners, then Practitioner shall provide no less than twenty-four (24) hours' notice to Authority. If Practitioner is unable to work as scheduled and arrange for coverage by another Authority practitioner on three (3) occasions or more, Authority may terminate this Agreement immediately without notice.
- 2) Addendum to this contract will facilitate growth of additional coverage and facilities with the understanding compensation will be as above.