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EXHIBIT B

CALL SERVICES

1. Provide available on-call Physician(s) pursuant to HOSPITAL's call schedule to perform professional Cardiovascular consultative services in emergency situations, via virtual consultation as well as in-person consultative and procedural services while on site at the facility. The scope of the Call Services provided by GROUP pursuant to this Agreement is specifically limited to ensuring that a qualified Physician is available to perform professional Cardiovascular consultative services via phone/virtual consultation and in-person consultation when possible, on an emergency basis, if called by HOSPITAL staff pursuant to the patient needs the professional services GROUP, and be available to facilitate transfer for tertiary cardiovascular services to another acute care facility, if deemed necessary for the optimal care of a patient.
All professional surgical or other clinical services provided by GROUP to HOSPITAL patients are provided as part of GROUP's independent medical practice.
2. Provide Physician(s) for back-up coverage as requested by the HOSPITAL in the event circumstances in HOSPITAL's Emergency Department, require the presence of additional personnel.
3. Directorship of the Cardiopulmonary Rehab Unit which entails basic consultation services as needed and monthly chart review of a minimum of 10% of patients in rehab for each month.

EXHIBIT C

COMPENSATION

1. **Call Services Compensation.**

As compensation for Dr Khaled and GROUP rendering Call Services hereunder as set forth in Exhibit B, HOSPITAL shall pay Dr Khaled Two Hundred and fifty Dollars (\$250.00) for each twenty-four (24) hour period that Dr Khaled is scheduled to provide on call Services. HOSPITAL shall pay Dr Khaled's Call Services Compensation monthly, within fifteen (15) business days following the date that Dr Khaled submits the Time Record as required by Section 4.2, and all payments made pursuant to this Agreement shall be subject to such deductions and withholdings required by federal, state and local law, as an independent contractor. This monthly compensation will not exceed a total of 120 hours or \$1250.00 per month. Additionally, Dr. Khaled shall be paid \$100 per patient consult for those patients enrolled in Clinton Regional Hospitals Cardiopulmonary Rehab Program.

2. **Compensation Contingency.**

HOSPITAL's payment of Clinical Compensation to GROUP is expressly contingent upon GROUP submitting and HOSPITAL verifying Time Records as required by Section 4.2.

3. **GROUP's Responsibility to Compensate.**

GROUP expressly agrees that all Clinical Compensation payments made pursuant to this Agreement constitutes payment in full for Dr Khaled is provision of Call Services

hereunder and that HOSPITAL shall not be responsible for compensating any GROUP employees or persons otherwise under contract with GROUP (including Physician(s)) while this Agreement is in effect. Dr Khaled and Group shall be solely responsible for making all deductions and withholdings required by federal, state, and local law for its employees providing Call Services hereunder. •

Clinton Regional Hospital CALL AGREEMENT
*Cardiovascular Health Clinic, PLLC: Dr Dwayne Schmidt,
Dr Khaldia Khaled, and associates
Cardiovascular Call Coverage
Clinton Regional Hospital, Clinton Oklahoma*

This Cardiovascular CALL AGREEMENT ("Agreement") is effective **February 28, 2024** ("Effective Date") by and between Clinton Hospital Authority, an Oklahoma nonprofit corporation, owning and operating **Clinton Hospital Authority, an Oklahoma Public Trust ("HOSPITAL")**, and **Dr Khaldia Khaled**, an Individual, and the **Cardiovascular Health Clinic, PLLC**, an Oklahoma professional limited liability company (collectively the "GROUP").

WHEREAS HOSPITAL operates an acute care facility that desires to have qualified physicians available on-call to provide cardiovascular consultative services;

WHEREAS GROUP is comprised of physicians licensed to practice medicine in the State of Oklahoma who specialize in providing professional Cardiovascular services as more fully set forth herein; and

WHEREAS HOSPITAL desires to contract with Dr Khaled and GROUP, and GROUP desires to provide, available on-call physicians to provide professional Cardiovascular consultative services for HOSPITAL's Emergency Department and inpatients

THEREFORE, it is understood and agreed upon by the parties as follows:

1. **Relationship Between HOSPITAL And GROUP.**

1.1 **Independent Contractors.**

HOSPITAL and GROUP are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship. The parties further agree that GROUP and each Physician (as defined below) to provide the call services defined in Section 2.1 and on Exhibit B below pursuant to this Agreement shall not be entitled to any sick leave, vacation pay, retirement, social security, disability, health and unemployment benefits, or any other benefits offered to employees of HOSPITAL. HOSPITAL shall not have or exercise any control or direction over the professional judgment or methods by which physicians of the GROUP performs call services pursuant to this Agreement.

1.2 **No Rights Except as Set Forth Herein.**

Neither party shall have any expressed or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as herein provided.

2. GROUP's Duties.

2.1 Duties.

GROUP, through the physician(s) designated on Exhibit A ("Physician") shall perform such duties as set forth in Exhibit B ("Call Services"), both exhibits attached hereto and incorporated herein by this reference. GROUP may from time to time modify Exhibit A by designating a new physician who shall fulfill GROUP's obligations hereunder provided that GROUP shall not change such designation more than once annually (except in cases of unforeseen circumstance or in accordance with the provisions of 6.2.3(vi), below) and shall obtain HOSPITAL's prior approval of the newly designated physician which such approval HOSPITAL shall not unreasonably withhold.

2.2 Professional Requirements.

GROUP shall cause each Physician providing Call Services to: (i) maintain an unrestricted license to practice medicine in the State of Oklahoma; (ii) maintain all customary and appropriate narcotics and controlled substances numbers and licenses as required by federal, state, and local laws and regulations; (iii) be board certified in Cardiovascular Medicine or board eligible in Cardiovascular Medicine, so long as Physician is actively pursuing board certification, unless this requirement is waived in writing by HOSPITAL (but then only to the extent of such written waiver); (iv) maintain good standing participation in the Medicare and Surgery: Cardiovascular Medicaid programs; (v) maintain membership in good standing on the Medical Staff of HOSPITAL and hold unrestricted clinical privileges, including special requirements specifically applicable to cardiovascular disease specialty services, in accordance with HOSPITAL's, and those of its Medical Staff, bylaws, rules, regulations, policies and procedures.

2.3 Standards.

GROUP shall cause each Physician to provide all Call Services in accordance with: (i) currently approved methods and practices of any applicable state agency or organization governing physicians; (ii) the ethical and professional standards of the American Medical Association; (iii) all applicable federal, state and local laws and regulations; (iv) prevailing professional standards in the community at the time such Call Services are rendered; (v) HOSPITAL's, and those of its Medical Staff, bylaws, rules, regulations, policies and procedures; (vi) standards of any applicable hospital licensing, regulatory, accrediting or certifying body, including but not limited to The Joint Commission; and (vii) the Ethical and Religious Directives for Catholic Healthcare Services as promulgated by the United States Conference of Catholic Bishops. Neither party shall engage in any conduct that would jeopardize the health, safety or privacy of patients.

2.4 Availability and Response.

Dr Khaled and Group shall complete a monthly call schedule based on the availability of Physicians to perform Consultative Call Services. GROUP shall ensure that each Physician performing Call Services hereunder is available and on-call according to the Call Schedule.

Each on-call Physician shall respond to calls from the HOSPITAL in accordance with the requirements set forth in Exhibit B and the HOSPITAL's, and those of its Medical Staff, bylaws, rules, regulations, policies, and procedures. GROUP shall require Dr Khaled to maintain and submit to HOSPITAL, on or before the tenth (10th) of the month following each month that this Agreement is in effect, time records showing the Services performed and the amount of time and the date of the Services provided during the previous month. Payment will not be made until the time records have been completed by the physician and submitted to the appropriate entity personnel.

2.5 Records, Reports, and Billing.

2.5.1 Medical Records. GROUP shall cause Physician to prepare on a timely basis in accordance with all applicable HOSPITAL policies, complete and accurate medical and other records, reports, and supporting documents with respect to the Call Services provided by GROUP hereunder. In the event such records are not completed timely, and GROUP or Physician(s) is on the Medical Records Delinquent List, all payments will be withheld until such time that GROUP or Physician(s) have completed all delinquent records.

2.5.2 Ownership. The ownership and right of control of all reports, records, medical records and supporting documents prepared in connection with the Call Services provided hereunder shall rest exclusively in HOSPITAL. Upon the expiration or termination of this Agreement for any reason, GROUP and each Physician shall promptly deliver to HOSPITAL all such records, except that HOSPITAL shall permit GROUP and each Physician reasonable access to such records during business hours for billing and collection purposes, any ongoing medical purposes and/or to defend against any professional liability claims or disciplinary actions. The provisions of this Section 2.5.2 shall survive the expiration or termination of this Agreement for any reason.

2.5.3 Access to Records. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this Agreement, GROUP agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, GROUP shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this Agreement, and books, documents and records of GROUP that are necessary to certify the nature of the duties of this Agreement.

2.6 Participation in Third Party Payor Programs.

GROUP shall cause each Physician to complete and sign such additional agreements as are requested by HOSPITAL to participate in the Medicare and state Medicaid programs (including participating status), and other third party or direct payor programs approved by HOSPITAL, including without limitation, HOSPITAL-approved HMOs, PPOs, EPOs, PHOs and other approved managed care programs. Each Physician shall take all necessary action as directed by HOSPITAL to meet eligibility and credentialing criteria of such programs. The provisions of this Section 2.6 shall survive the expiration or termination of this Agreement for any reason.

2.7 Referral.

Physician shall, consistent with sound medical practice, admit patients requiring hospital treatment to, and order ancillary services and outpatient treatment for, HOSPITAL's patients from health care facilities approved from time to time by HOSPITAL, which approval may be granted, withheld, or withdrawn in HOSPITAL's sole discretion. Nothing herein is intended to require referrals to any facility if such referral is inconsistent with Physician's professional judgment, interferes with the patient's choice of facility or provider, or the patient's insurer determines the facility or provider.

2.8 Participation in Managed Care Plans and Programs.

- GROUP shall participate in all managed care plans and programs as requested by HOSPITAL including but not limited to securing appropriate provider participation agreements by Physicians and Physician Extenders/. In addition to the foregoing, GROUP shall be a participating provider in HOSPITAL's Employee Health Plan.

• **HOSPITAL's Duties.**

2.9 Equipment and Space.

HOSPITAL shall provide GROUP with all supplies, equipment, furniture and fixtures as may be necessary for the proper operation and conduct of the program, as may be determined by HOSPITAL, in its sole discretion, after consultation with GROUP.

HOSPITAL shall provide GROUP with adequate Space and offices as may be deemed necessary in the sole discretion of HOSPITAL, after consultation with GROUP, to facilitate GROUP in providing the Ambulatory Clinical and Call Services described herein.

2.10 Personnel and Space

HOSPITAL shall employ the personnel to support any consultative services provided by the GROUP, and to aid in the performance of the on-call Services at Hospital's Emergency Department. These personnel shall remain under the direction and control of HOSPITAL and HOSPITAL shall retain the right to hire, fire, and discipline these employees. HOSPITAL agrees to consult with GROUP regarding the need for non-physician personnel to provide support services to GROUP and on any employment and disciplinary decisions with respect to the non-physician personnel, however all final employment decisions with respect to non-physician personnel shall remain the sole responsibility of HOSPITAL. The GROUP will provide personnel and imaging equipment required to perform ambulatory Cardiovascular clinical services, as designated by the GROUP as necessary for the provision of high-quality Cardiovascular Care. Provision of the space required for the delivery of this care will be provided for by the HOSPITAL and reimbursed by the GROUP at a Fair Market Value, under a separate agreement.

3 Billing and Compensation

3.7 Compensation.

HOSPITAL shall pay Dr Khaled the compensation determined according to the provisions of Exhibit C, attached hereto, and incorporated herein by this reference. Notwithstanding the foregoing, Khaled shall not be compensated until Time Records on a form attached hereto as Exhibit E or other form approved by HOSPITAL ("Time Record") is submitted to the appropriate HOSPITAL personnel and such time is verified and approved by

HOSPITAL.

3.8 Compensation Contingencies.

HOSPITAL's payment of any compensation to Dr Khaled is expressly contingent upon Dr Khaled submitting Time Records as required by Section 2.4 and upon verification by HOSPITAL of the time expended by Physician providing the services hereunder. In the event Dr Khaled or GROUP does not submit a Time Record within thirty , (30) days following the month in which services were rendered, HOSPITAL is not obligated to make payment for that month.

3.9 IRS Reporting Obligations.

HOSPITAL shall report to the Internal Revenue Service ("IRS") and to such state and local taxing authorities as may be applicable any income recognized by Dr Khaled pursuant to this Agreement as may be required by law, pursuant to IRS 'Form 1099 or similar forms used for such purposes.

3.10 Billing.

3.10.1 HOSPITAL shall bill for all HOSPITAL services, supplies, equipment, materials, and technical personnel used in connection with HOSPITAL's provision of Call Services to patients, and HOSPITAL shall retain all revenues received from such billings. HOSPITAL shall not bill patients or other payors for GROUP's professional medical services provided to HOSPITAL patients.

3.10.2 GROUP shall bill all patients or other payors directly for all professional medical services provided by Physician(s) and GROUP shall retain all revenues received from such billings. GROUP shall not bill patients or other payors for items or services specified in Section 4.4.1.

4 Insurance and Indemnification.

4.7 Insurance Coverage.

4.7.1 HOSPITAL's Insurance.

4.7.1.1 During the term of this Agreement, HOSPITAL, at its sole cost and expense, agrees to procure and maintain general liability coverage, either through a commercial insurance policy or self-insurance, for losses arising out of the acts or omissions of HOSPITAL or its employees in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

4.7.1.2 During the term of this Agreement, HOSPITAL, at its sole cost and expense, shall procure and provide, either through a commercial insurance policy(ies) or self-insurance, professional liability coverage for claims arising out of the acts or omissions of HOSPITAL or its employees while acting within the scope of this Agreement, in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

4.7.1.3 In the event that HOSPITAL obtains professional liability coverage under Section 5.1.1.2 on a claims-made basis, then HOSPITAL shall, after expiration or termination of this Agreement for any reason, continue such professional liability coverage, either through commercial insurance policy(ies) or self-insurance, for claims arising out of the acts or omissions of HOSPITAL or its employees during the Term of this Agreement, provided such alleged acts or omissions occurred while HOSPITAL or its employee was acting within the scope of this Agreement with limits in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

4.7.2 GROUP's Insurance.

4.7.2.1 At all times during the term of this Agreement, Dr Khaled and GROUP shall procure and maintain through commercial insurance: (i) an insurance policy providing medical professional liability coverage on an occurrence basis (or in accordance with the paragraph below if such coverage is not on an occurrence basis, e.g.; "Claims Made") covering GROUP, and GROUP's employees (including Physicians), in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate of all claims ("Insurance Coverage"); (ii) an insurance policy providing commercial general liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims; and (iii) workers' compensation coverage for any of its employees who perform Call Services pursuant to this Agreement. GROUP shall also include

HOSPITAL as an additional insured on all medical professional liability insurance policies or professional liability coverage documents, in addition to providing an endorsement on such policies or documents for GROUP's indemnification of HOSPITAL as required in Section 5.2.2.,

4.7.2.2 Notwithstanding the foregoing, if GROUP procures Insurance Coverage that is not on an "occurrence basis," GROUP shall, at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain Insurance Coverage for any liability directly or indirectly resulting from GROUP's provision of medical services, or acts or omissions of GROUP or GROUP's employees, occurring in whole or in part during the term of this Agreement ("Continuing Coverage"). GROUP may procure such Continuing Coverage by obtaining, at GROUP's expense, subsequent insurance policies that have a retroactive date of coverage on or before the Effective Date, by obtaining an extended reporting endorsement applicable to the Insurance Coverage maintained by GROUP during the term of this Agreement or by such other method accepted to the parties.

4.7.3 Certificates. Within thirty (30) days after the Effective Date and thereafter upon request, GROUP and HOSPITAL shall provide each other with certificates issued by the insurance policy carrier, or self-insured entity, evidencing that all insurance required hereunder is in effect and that require that such insurance carrier shall provide the respective party at least fifteen (15) days prior written notice of any modification, cancellation or nonrenewal of such policy. All insurance shall be issued by responsible

insurance carriers authorized to do business in the State of Oklahoma and acceptable to the parties.

4.7.4 Survival. The parties' obligations under this Section 5.1 shall survive the expiration or termination of this Agreement for any reason.

4.8 Indemnification.

GROUP's Indemnification of HOSPITAL. This Agreement is limited to GROUP's provision of on-call Physician availability for virtual consultation, and/or in-person services when on-site, to HOSPITAL's Emergency Department and in-patient admitting doctors and staff. GROUP acknowledges that the professional Call Services provided by Physician after responding to a call are performed as part of GROUP's independent medical practice. Consequently, GROUP hereby indemnifies and holds HOSPITAL, its members, directors, officers, and employees harmless from and against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and defense costs, which HOSPITAL may incur arising out of claims by third parties relating to, the actions, errors and/or omissions in connection with the health care services provided by GROUP, or its employees or subcontractors, provided that such indemnification and hold harmless shall not apply to the extent attributable to the negligence or intentional misconduct of HOSPITAL and its employees.

4.8.1 Survival. The parties' obligations under this Section 5.2 shall survive the expiration or termination of this Agreement for any reason.

5 Term and Termination.

5.7 Term.

The term of this Agreement shall commence on the Effective Date and continue up to and including February 28, 2026 ("Initial Term"). The parties shall review this Agreement prior to the end of the then-current term and, if mutually agreed upon by the parties, extend the term of the Agreement for an additional mutually agreeable period (each a "Renewal Term"). All such extensions shall be documented in writing and signed by the parties prior to the expiration of the then-current term. In the event the parties fail to appropriately document an extension, and GROUP continues to provide Call Services hereunder, the term of this Agreement shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice if the termination is without cause, or if the termination is not without cause, then as provided by the applicable time frame set forth in the Agreement.

5.8 Termination.

In addition to the termination provisions specifically set forth in this Agreement, the parties may terminate this Agreement as follows:

5.8.1 Termination Without Cause. Either party may terminate this Agreement by giving at least thirty (30) days prior written notice to the other party stating the effective date of termination.

5.8.2 Immediate Termination. HOSPITAL may terminate this Agreement immediately upon the dissolution, insolvency or receivership of GROUP, or GROUP's failure to obtain and maintain insurance coverage as required in Section 5.1.2.

5.8.3 Termination For Cause. Notwithstanding anything herein to the contrary, HOSPITAL may terminate this Agreement upon written notice to GROUP stating the effective date of termination if anyone (1) or more of the following events occur:

- (i) Any Physician of Group fails to comply with requirements in Sections 2.2 and 2.3, above, as reasonably determined by HOSPITAL; or
- (ii) Any Physician of Group fails to comply with requirements in Exhibit B; or
- (iii) Any Physician of Group is convicted of a felony or a crime involving fraud or moral turpitude; or
- (iv) Any Physician of Group engages in any conduct that is unethical, unprofessional or jeopardizes, or threatens to jeopardize, the health or safety of patients; or
- (v) Any Physician of Group engages in any conduct that causes Physician, GROUP, or HOSPITAL to be held in public ridicule or scorn, or causes a public scandal, or is grave misconduct, gross incompetence, gross misfeasance, or a material violation of the professional canons of ethics, as reasonably determined by HOSPITAL; or
- (vi) GROUP or any Physician is excluded or suspended from participation in any federal or state reimbursement program, or becomes the subject of any investigation which HOSPITAL, in its sole discretion, believes may lead to suspension or exclusion from any private or governmental managed care/third party payor arrangement necessary, in HOSPITAL's sole discretion, to effectuate payment for the Call Services provided pursuant to this Agreement; or
- (vii) This Agreement shall automatically terminate in the following two (2) circumstances: (i) any Physician providing Call Services pursuant to this Agreement dies or otherwise becomes disabled; or (ii) any Physician providing Call Services pursuant to this Agreement is unwilling to provide Call Services and GROUP is unable to designate another Physician in accordance with Section 2.1, above. For purposes hereof, any Physician shall be deemed to suffer from a "disability" if such Physician is unable, for a period of ninety (90) days or more; to perform Physician's essential functions and duties due to a physical or mental impairment, with or without reasonable accommodations; as determined through an examination by a qualified physician approved by HOSPITAL subject to any and all applicable laws and regulations including but not limited to the Americans With Disabilities Act.

5.8.4 Alternative to Termination. As an alternative to termination of the Agreement, in the event that one Physician's conduct provides grounds for termination pursuant to Sections 6.2.3(i) - (vi), HOSPITAL, in its sole discretion, may request of GROUP that

such Physician immediately cease providing Call Services pursuant to this Agreement and/or upon HOSPITAL's request, substitute another Physician to perform the Call Services hereunder. If GROUP fails to comply with such request, HOSPITAL may immediately terminate the Agreement pursuant to this Section 6.2.4.

5.8.5 Breach. Any party hereto may terminate "this Agreement immediately if the other party breaches this Agreement and such breach is not cured within thirty (30) days ("Cure Period") after receipt by the breaching party of written notice of such breach except that HOSPITAL shall not be obligated to provide GROUP with the Cure Period upon the occurrence of any of the events listed in Section 6.2.3. Notwithstanding the foregoing, if the breach is cured within the Cure Period but the breaching party commits the same or a similar breach within a six (6) month period following expiration of the Cure Period, then the non-breaching party may immediately terminate this Agreement without affording any further Cure Period. A breach of this Agreement shall include, but not be limited to, failure to provide timely and/or quality Call Services, or if requested, provision of specific written assurance of GROUP's continued ability to provide Call Services

according to HOSPITAL's expectations as set forth herein.

5.8.6 Termination Due to Change in Law. The parties agree that in the event that legislation is enacted, regulations are promulgated or a decision of a court or administrative body is rendered that affects, or may affect in the opinion of HOSPITAL's legal counsel, the legality of this Agreement or adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder, then within sixty (60) days following notices each party will negotiate in good faith an amendment to this Agreement or a substitute agreement that will carry out the original intention of the parties to the extent possible in light of such legislation, regulation or decisions and each party will sign such amendment. If the parties cannot reach agreement as to the terms and provisions of the amendment or substitute agreement within sixty (60) days following the notice provided in this Section 6.2.6, then this Agreement shall immediately terminate, following written notice of termination from HOSPITAL.

5.8.7 Disclosure of Information. For purposes of Section 6.2.3, by signing this Agreement GROUP and each Physician expressly authorize any third party, including but not limited to any hospital, health care provider, individual person, government agency, corporation or other legal entity (each, an "Institution"), to provide to HOSPITAL, upon request, any information, whether verbal or written, including otherwise privileged and confidential information (with the exception of attorney-client privileged information), HOSPITAL in good faith deems necessary to determine GROUP or any Physician's status with respect to Sections 6.2.3(i)-(vi). GROUP and each Physician expressly release and hold HOSPITAL and any Institution (and the respective officers, directors, employees and agents of HOSPITAL or any such Institution) providing truthful information to HOSPITAL in good faith or receiving or acting in good faith upon information received pursuant to this Section 6.2.7, harmless from any liability arising from such disclosures. This authorization shall commence on the Effective Date, and shall continue until the expiration or termination of this Agreement for any reason; provided, however, that the release of liability set forth herein shall survive the expiration or termination of this Agreement for any reason, and communications made after the date of expiration or termination regarding matters which occurred prior to such expiration or termination shall be considered within the scope of this authorization.

5.8.8 Effect of Termination. In the event this Agreement is terminated pursuant to any provision of this Agreement, with or without cause, the parties shall not enter the same or substantially the same arrangement with each other for the Call Services set forth in this Agreement for a period of one (1) year following the Effective Date of this Agreement.

5.8.9 TERMINATION BY GROUP

Failure of the HOSPITAL to achieve, maintain, or document its 501c.3. Not For Profit status with the IRS will result in termination of this agreement.

6 Miscellaneous.

6.7 Entire Agreement.

This Agreement constitutes the entire agreement between HOSPITAL and GROUP and supersedes all prior proposals, negotiations, representations, communications, writings and

agreements between HOSPITAL and GROUP with respect to the subject matter hereof, whether oral or written. This Agreement may only be amended or modified by a subsequent written agreement between duly authorized representatives of HOSPITAL and GROUP. This Agreement shall be binding on the parties, their successors, and permitted assigns.

6.8 Counterparts, Facsimile or Electronic Signature.

This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with applicable law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

6.9 Severability.

In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement (individually, "Provision") shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such Provision and (if necessary) other Provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable Provision(s) had not been a part hereof.

6.10 Waiver of Breach.

The failure of HOSPITAL or Dr Khaled and GROUP to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.

6.11 Notices.

Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to HOSPITAL:

If to GROUP:

Clinton Regional Hospital

Cardiovascular Health Clinic, PLLC Attn: Dr Dwayne Schmidt
3200 Quail Springs Pkwy, Suite 200 Oklahoma City, OK 73134
Email: jmelton@cyhealthclinic.com

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

6.12 Assignment and Subcontracting.

The purpose of this Agreement is to secure the services of GROUP in the performance of Call Services hereunder. Accordingly, except as provided in Section 2.1 and 6.2.3(vi) above with respect to the designation of Physician, GROUP may neither assign its rights or obligations under this Agreement nor otherwise subcontract for, or delegate, the performance of its obligations under this Agreement' to any other person or entity. HOSPITAL may, without the prior consent of GROUP, assign its rights and obligations under this Agreement to another legal entity owned or controlled by, under common control or affiliated with, HOSPITAL.

6.13 Governing Law.

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Oklahoma, without application, of conflict of law's provisions.

6.14 Confidentiality.

6.14.1 Business and Financial Information. GROUP acknowledges that during GROUP's association with HOSPITAL, GROUP and its employed or contracted Physicians will be brought into contact with HOSPITAL's confidential methods of operations, pricing policies, marketing strategies, trade secrets, knowledge, techniques, data and other information about HOSPITAL's operations and business of a confidential nature ("Confidential Information") and that such Confidential Information has a special and unique value to HOSPITAL. Therefore, GROUP and each of its employed and contracted Physicians will not in any manner, directly or indirectly, disclose or divulge to any person, or other entity, whatsoever, or use for his/her own benefit or for the benefit of any other person or other entity whatsoever, directly or indirectly in competition with HOSPITAL, any of such Confidential Information. Upon the expiration or termination by any party for any reason of this Agreement, GROUP and each-of its employed or contracted Physicians shall immediately return to HOSPITAL all such Confidential Information in the possession or control of GROUP or its employed 'or contracted Physicians.

6.14.2 Patient Identifying Information. The parties acknowledge that each 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. With respect to any business associate functions that Group may perform under this Agreement, the parties

agree that the Business Associate Agreement attached as Exhibit 19.1 shall apply to such functions.

6.15 Representations and Warranties

6.15.1 GROUP's Representation and Warranty. GROUP represents and warrants to HOSPITAL that GROUP and its owners, employees; agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). GROUP also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of GROUP or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). GROUP shall notify HOSPITAL of the commencement of any Investigation, suspension, or exclusion from Government Payor Programs within three (3) business days of GROUP's first learning of it. HOSPITAL shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension, or exclusion. HOSPITAL shall be kept apprised by GROUP in a timely manner of the status of any such Investigation. GROUP shall indemnify, defend and hold HOSPITAL harmless from any claims, liabilities, fines and expenses (including reasonable attorneys' fees) incurred as a result of GROUP's breach of this paragraph.

6.15.2 Physician's Representation and Warranty. Physician represents and warrants to HOSPITAL that Physician and its agents and any subcontractors (collectively "Physician Personnel") are not: (i) listed on sam.gov with an active exclusion; or (ii) suspended or excluded from participation in any Government Payor Programs. Physician also represents and warrants that to the best of its knowledge. there are no pending or threatened Investigations that may lead to suspension or exclusion of Physician or Physician Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov. Physician shall notify HOSPITAL of the commencement of any Investigation or suspension or exclusion from Government Payor Programs within three (3) business days of Physician's first learning of it. HOSPITAL shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension, or exclusion. HOSPITAL shall be timely kept apprised by Physician of the status of any such Investigation. Physician shall indemnify, defend, and hold HOSPITAL harmless from any claims, liabilities, fines, and expenses (including reasonable attorneys' fees) incurred because of Physician's breach of this paragraph.

6.16 Section Headings.

The headings of Sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

6.17 Rights of Parties.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or

remedies on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any, party to this Agreement, or to give any third persons any right of subrogation or action against any party to this Agreement.

6.18 Attorneys' Fees:

In the event legal action is instituted to enforce this Agreement or any part hereof, the prevailing party shall be entitled to reasonable attorneys' fees and actual costs incurred in connection with such action.

6.19 Affirmative Action Statement.

HOSPITAL and all covered subcontractors shall abide by the requirements of 29 CFR § 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

6.20 Master Listing.

6.21 Non-Reciprocal Agreement.

Nothing in this Agreement is conditioned upon GROUP or any Physician referring patients to HOSPITAL. Additionally, during the Term, HOSPITAL shall not restrict any Physician in any manner from establishing staff privileges at, or referring patients to, any other entity. The amount or value of the benefits provided by HOSPITAL hereunder shall not vary (or be adjusted or renegotiated) based on the volume, or value of any expected referrals to, or business otherwise generated for, HOSPITAL or its affiliates.

6.22 Internal Revenue Service Management Contracts.

6.22.1 If this Agreement constitutes a "management contract" for purposes of IRS Revenue Procedure 2017-13, Dr Khaled and GROUP acknowledges that he/she is acting solely as a service provider pursuant to this Agreement, and as such, the following provisions shall apply notwithstanding anything to the contrary in, this Agreement:

6.22.2 Tax Position of Dr Khaled and GROUP. Dr Khaled and GROUP agrees that group is not entitled to and will not

take any tax position that is inconsistent with that of a service provider to HOSPITAL. An inconsistent tax position by Dr Khaled and GROUP would include, but not be limited to, any claim and/or deduction for depreciation, amortization, investment tax credit or rent payment deduction with respect to any HOSPITAL-owned property.

6.22.3 Retention of Rights. The terms of this Agreement shall not be construed in any manner that creates a role or relationship between GROUP and HOSPITAL that substantially limits HOSPITAL's ability to exercise its rights under this Agreement, which shall require at all times during the term of this Agreement that: (i) GROUP shall not under any circumstances have more than twenty percent (20%) of the voting power of HOSPITAL's governing body; and (ii) GROUP shall not hold the position of chief executive officer of HOSPITAL, or any related party to HOSPITAL as defined in Treasury Regulation §1.150-1(b).

6.22.4 Control Overuse of HOSPITAL Property. HOSPITAL shall always approve the following: (i) the annual budget and all capital expenditures for HOSPITAL property; (ii) each disposition of HOSPITAL property; (iii) rates charged by GROUP and HOSPITAL to third parties for use of HOSPITAL property, which shall always be consistent with reasonable and customary charges for similar services in the community; and (iv) the general nature and type of use of HOSPITAL property.

[Remainder of Page Intentionally Left Blank - Signature Page to Follow]

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity. Set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

GROUP:

HOSPITAL:

Cardiovascular Health Clinic

Dr Khaled

Dr Schmidt

By: *Khalid Khaled*

Dr Khaled

Title: Cardiologist

Address:

Date:

3-28-2024

By: *[Signature]*

Name: **LEN LACEFIELD MBA MHA**

Title: **CEO**

Address:

**100 N. 30th
CLINTON, OK 73601**

Email: **len.lacefield@CRHMA.com**

Date: **3-28-2024**

By: *Dr. Joseph A. Schmidt*

Dr Schmidt

Title: **Senior Partner**

Address: **3200 Quail Springs Pkwy, Ste 200**

Oklahoma City, OK 73134

DATE: **03/29/2024**

Joinder:

I agree to provide the services contemplated in this Agreement in accordance with the provisions thereof. I acknowledge and agree that I am not a necessary party to this Agreement for the purpose of notice, amendment or enforcement of any rights accruing pursuant to the Agreement. This Joinder does not constitute agreement by me to assume any obligations of GROUP under the Agreement:

X _____

Name:

Address:

Email:

Date:

EXHIBIT A

DESIGNATED PHYSICIAN(S)

The following Physician(s) shall provide Call Services on behalf of GROUP under this Agreement unless and until substituted pursuant to the provisions of Section 2.1, or 6.3.3(vi) of the agreement:

1. Dr Khaldia Khaled
2. Dr Dwayne Schmidt

And additional supporting cardiologists from the GROUP:

1. Dr Marcus Smith
2. Dr John Williams
3. Dr Lance Garner
4. Dr John Schrader

Original

EXHIBIT B

CALL SERVICES

1. Provide available on-call Physician(s) pursuant to HOSPITAL's call schedule to perform professional Cardiovascular consultative services in emergency situations, via virtual consultation as well as in-person consultative and procedural services while on site at the facility. The scope of the Call Services provided by GROUP pursuant to this Agreement is specifically limited to ensuring that a qualified Physician is available to perform professional Cardiovascular consultative services via phone/virtual consultation and in-person consultation when possible, on an emergency basis, if called by HOSPITAL staff pursuant to the patient needs the professional services GROUP, and be available to facilitate transfer for tertiary cardiovascular services to another acute care facility, if deemed necessary for the optimal care of a patient.
All professional surgical or other clinical services provided by GROUP to HOSPITAL patients are provided as part of GROUP's independent medical practice.
2. Provide Physician(s) for back-up coverage as requested by the HOSPITAL in the event circumstances in HOSPITAL's Emergency Department, require the presence of additional personnel.

EXHIBIT C

COMPENSATION

1. **Call Services Compensation.**

As compensation for Dr Khaled and GROUP rendering Call Services hereunder as set forth in Exhibit B, HOSPITAL shall pay Dr Khaled Two Hundred and fifty Dollars (\$250.00) for each twenty-four (24) hour period that Dr Khaled is scheduled to provide on call Services. HOSPITAL shall pay Dr Khaled's Call Services Compensation monthly, within fifteen (15) business days following the date that Dr Khaled submits the Time Record as required by Section 4.2, and all payments made pursuant to this Agreement shall be subject to such deductions and withholdings required by federal, state and local law, as an independent contractor. This monthly compensation will not exceed a total of 120 hours or \$1250.00 per month. ✓

2. **Compensation Contingency.**

HOSPITAL's payment of Clinical Compensation to GROUP is expressly contingent upon GROUP submitting and HOSPITAL verifying Time Records as required by Section 4.2.

3. **GROUP's Responsibility to Compensate.**

GROUP expressly agrees that all Clinical Compensation payments made pursuant to this Agreement constitutes payment in full for Dr Khaled is provision of Call Services hereunder and that HOSPITAL shall not be responsible for compensating any GROUP employees or persons otherwise under contract with GROUP (including Physician(s)) while this Agreement is in effect. Dr Khaled and Group shall be solely responsible for making all deductions and withholdings required by federal, state, and local law for its employees providing Call Services hereunder.

I attest that:

this Time Record presents accurately and completely my activities and hours performed in accordance with the requirements of my Agreement.

these activities were reasonable and necessary for the legitimate and commercially reasonable purposes of the program and/or hospital.

this Time Record does not include any activities excluded from compensation under my Agreement.

Jim Melton, M.D.

I attest that:

I have read and reviewed the Time Record and attest that the activities listed were performed.

I have read and reviewed the Time Record and attest that the activities listed and the time associated with those activities were reasonable and necessary for the legitimate and commercially reasonable purpose of the program.

Insert Director, Executive Director or Vice President

I attest that:

I have read and reviewed the completed Time Record. the agreement is current.

the reimbursement request does not exceed limits set forth in the Agreement regarding weekly, monthly and/or annual hours and compensation limits, and any additional hours which do exceed the weekly, monthly and/or annual limits have otherwise been approved by me or my designee in accordance with the terms of the Agreement payments may be issued.

HOSPITAL President