

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

Independent Contractor - Group

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the date of last signature below ("Effective Date"), by and between **Clinton Regional Hospital Authority, an Oklahoma public trust ("Hospital")**, and **Laffoon Healthcare Services, LLC ("Group")**.

Recitals

Group provides Hospital services in accordance with the Agreement for Emergency Provider Staffing Services effective October 30, 2023 ("Prior Agreement").

Hospital desires to continue utilizing Group's services, and Group agrees to continue providing such services, in accordance with this Agreement, which supersedes and replaces the Prior Agreement in its entirety as of the Commencement Date as defined in paragraph 2 of this Agreement.

In consideration of the mutual terms and provisions of this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Hospital and Group agree as follows:

1. **Retention of Services & Non-Exclusivity.**

(a) Hospital appoints and retains Group to employ or contract with physicians ("Physicians") and advanced practice practitioners ("APPs," and, collectively with Physicians, the "Providers") who will perform the services described in **Exhibit A** of this Agreement. Group accepts such appointment.

(b) This Agreement is non-exclusive. Group may provide the same or similar services to parties other than Hospital, and Hospital may obtain the same or similar services from parties other than Group.

2. **Term.** The initial term of this Agreement will be one year, commencing on 04-01-2026 2026 ("Commencement Date"), and ending 04-30, 2027, and will automatically renew for additional periods of one year each, on the same terms and conditions, unless either party provides notice to the other party of its intent not to renew the Agreement at least 60 days' prior to the end of the then-current term or unless sooner terminated as provided in this Agreement. If the Agreement is terminated with or without cause during the initial term, the parties will not enter into the same or substantially the same agreement for one year from the Commencement Date.

3. **Compensation.** Hospital will pay Group the compensation described in **Exhibit A**, subject to the terms of this Agreement.

4. **Representations and Warranties.** Group represents and warrants to, and covenants with, Hospital as provided in this paragraph.

(a) Each Physician is (i) duly licensed as a physician under Oklahoma Law without restriction; (ii) Board Certified or Board Eligible in Emergency Medicine in conformity with Medical Staff Bylaws, as amended from time to time (which currently require Board Certification within five years); (iii) a member in good standing of the applicable Hospital's Medical Staff with appropriate clinical privileges for the provision of services; (iv) a participating provider in the Medicare and Medicaid programs; and (v) maintains unrestricted federal Drug Enforcement Administration ("DEA") and Oklahoma Board of Narcotics and Dangerous Drugs ("OBND") registration numbers.

(b) Each APP is: (i) duly licensed under Oklahoma law by the appropriate Oklahoma board or commission, without restriction (ii) has appropriate clinical privileges for the provision of Services by the applicable Hospital; (iii) a participating provider in the Medicare and Medicaid programs, and (iv) maintains unrestricted DEA and OBND registration numbers to the fullest extent authorized for his/her profession

(c) Each Provider is qualified and currently competent to render the services that are required under this Agreement.

(d) There is no agreement, contract or provision that restricts or limits Group or any Provider from performing the duties or services required under this Agreement.

(e) Neither Group nor any Provider has been excluded from participation in the Medicare or Medicaid programs or any other federal or state health benefits programs, and there are no pending or, to Group's knowledge, threatened governmental investigations that may lead to or result in such exclusion.

(f) All information that has been furnished to Hospital concerning each Provider's credentials, qualifications, training, educational background and professional experience and abilities is true and correct in all respects.

(g) Group will immediately notify Hospital of (i) any action by any licensing body, certification board, professional review body, hospital, governmental agency, PRO, professional society or other organization revoking, suspending, denying, limiting, restricting or otherwise adversely affecting any Provider's ability to practice medicine or otherwise perform services under this Agreement or any Provider's clinical privileges, staff appointment or membership; (ii) any pending or threatened action that involves or may involve the negligence, professional liability, professional misconduct or other activities of any Provider, whether under this Agreement or otherwise; (iii) any notice, hearing or action of any professional review body concerning any Provider's rendition of medical care; (iv) the commencement of any proceeding for the exclusion of Group or any Provider from participation in any federal or state health benefits program or any investigation that may lead to such exclusion; or (v) any filing with the National Practitioner Data Bank regarding the activities, competence, professional conduct or affairs of any Provider.

(h) All representations and warranties in this paragraph will remain true and correct during the term of this Agreement. If any of the representations and warranties becomes inaccurate in any way, Group will immediately notify Hospital.

5. Certain Covenants. In addition to the services described in **Exhibit A**, Group agrees that during the term of this Agreement, Providers will:

(a) Undertake and perform such administrative duties and functions incidental to the provision of services under this Agreement as Hospital may reasonably request.

(b) Keep or cause to be kept accurate and complete records in an adequate filing system regarding services provided under this Agreement.

6. Removal. Hospital may reasonably request that a Provider be removed from providing services if Hospital has a good faith reason to believe that the Provider's behavior is disruptive to the efficient operation of the Hospital. Hospital will notify Group of the request to remove a Provider and will permit Group at least ten (10) days to secure a replacement. Group will immediately remove a Provider if the Provider:

(a) loses any licenses, certificates, credentialing or privileges, or DEA/OBND registration necessary to provide the Services;

(b) is suspended or otherwise precluded from participation as a provider under the Medicare or Medicaid program;

(c) uses alcohol or any other substance to the extent that it impairs the Provider's job performance or ability to carry out Group's obligations under this Agreement, or Provider uses alcohol or any other substance during working hours on the premises of any facility operated by Hospital;

(d) unlawfully uses any controlled substance or illegal drug;

(e) engages in personal or professional misconduct in substantial noncompliance with Hospital's workplace rules, policies or procedures, including the policies and procedures of Hospital's Medical Staff;

(f) is arrested for or convicted of any offense punishable as a felony that is of such a serious nature as to render the Provider's continued retention detrimental to Hospital, as determined by Hospital in its sole discretion;

(g) commits an act of moral turpitude, professional misconduct or conduct involving a breach of professional ethics or acts in a manner that seriously detrimental to the interest of Hospital;

(h) fails to meet any individual quality metrics agreed to by and between the Group and Hospital.

(i) breaches security, confidentiality or HIPAA in such a manner that Hospital determines it is of material detriment to Hospital; or

(j) Company discovers any material misrepresentation or omission in the representations made in paragraph 4 of this Agreement.

7. Insurance Coverage. During the term of this Agreement, Group will maintain, or ensure that each Provider maintains, professional liability insurance covering each Provider in the performance of services to Hospital in the minimum amounts of \$1 million per occurrence, \$3 million in aggregate. Upon request, Group will provide a certificate or certificates of insurance to Hospital evidencing such coverage and will notify Hospital immediately if any adverse change in coverage occurs for any reason.

8. Termination.

(a) In General. This Agreement may be terminated in any of the following events.

(i) By either party, without cause, on 60 days' prior written notice to the other party;

(ii) By Hospital, for cause, as provided hereafter;

(iii) By either party, for material breach, as provided hereafter, or

(iv) By reason of material breach, as provided hereafter.

(b) Termination by Hospital for Cause. Hospital may immediately terminate this Agreement for cause upon notice to Group upon the occurrence of any of the following events:

(i) Group fails to remove a Provider in the circumstances set forth in paragraph 6 of this Agreement;

(ii) Group is not able to perform the services required under this Agreement, or Group performs any activity or engages in any conduct that jeopardizes the health, safety or welfare of any person or the safety, reputation, or the regular functions of Hospital;

(c) Termination for Material Breach.

(i) If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days prior written notice to the defaulting party, unless the defaulting party cures such default within the thirty (30) day period. This provision will not constitute an election of remedies by either party, and one party will have and retain all rights to damages at law and rights to equitable relief in the event of breach by the other party.

(ii) Either party may terminate this Agreement immediately in the event the other party: (A) fails to maintain all necessary licenses and accreditations, to the extent applicable; (B) makes an assignment for the benefit of creditors, becomes insolvent or bankrupt, or is the subject of a bankruptcy petition or petition for dissolution, liquidation, or for the winding up of business affairs, for the appointment of a trustee or receiver to take possession of assets; or (C) is excluded (whether voluntarily or involuntarily) from participation in Medicare, Medicaid, or any other federally funded healthcare program. The termination provisions of this subparagraph shall not be exclusive, but rather shall be in addition to any rights or remedies at law or in equity, or under this Agreement.

(d) On Termination. Upon termination of this Agreement, Hospital will pay Group for services rendered through the date of termination. Neither party will have any further obligation to the other except for (i) obligations accruing prior to the date of termination, and (ii) obligations contained in this Agreement that are expressly made or otherwise contemplated to extend beyond the term of this Agreement.

9. Billing and Collection.

(a) The Hospital, in its sole discretion, may establish policies and procedures for billing and collecting for services provided by Providers at the Hospital. Group shall ensure that each Provider complies with all such policies and procedures.

(b) The Hospital will bill for any professional fees, facility fees, or any other amounts collected from any payer, patient, or other third party related to reimbursable services provided by any Provider pursuant to this Agreement and will be entitled to retain all amounts collected for such services. Group agrees not to submit any claims for services provided pursuant to this Agreement and will ensure that no Provider submits claims for such services.

(c) Group hereby irrevocably assigns to the Hospital any right Group may have to bill and collect for any and all services provided by any Provider to patients of the Hospital during the term of this Agreement. Group will take all actions reasonably requested by the Hospital to implement the provisions of paragraph 9 of this Agreement, to include (i) requiring Providers to assign to Hospital their right to bill and collect for such services; (ii) executing such documents, or requiring Providers to execute such documents, Hospital reasonably deems necessary to implement paragraph 9 of this Agreement; and (iii) taking any other steps Hospital deems necessary to ensure that Hospital may bill and collect for services provided in accordance with this Agreement (collectively, the "Assignment").

(d) For avoidance of doubt, the Assignment granted in the immediately preceding subparagraph shall give Hospital the right to: (i) bill the Medicare and Medicaid Programs in the name of the Providers; (ii) act as the agent and true and lawful attorney in fact of Group and the Providers for the following purposes: (A) to submit all claims and other documents necessary or appropriate for the timely billing for the services; (B) to collect, receive payment of, receipt for, and give discharges and releases for all claims for such healthcare and ancillary services, (C) to make demand with respect to, settle, compromise, and adjust such claims and to commence and prosecute either in its name or in the name of the Group, and for their mutual benefit any suit, action or proceeding to collect any such claims, and (D) to take possession of and endorse in the name of Group or any Provider any note, check, money order, insurance payment or any other instrument received as payment for such services.

10. Disclaimer of Intent to Become Partners.

(a) Hospital and Group will not by virtue of this Agreement be deemed to be partners or joint venturers. Group is retained by Hospital to provide services under this Agreement as an independent contractor. Hospital will not pay or withhold any federal or state income or payroll taxes on behalf of Group. Group will not be treated as an employee of Hospital with respect

to any services provided under this Agreement. Group will not incur any financial obligation on behalf of Hospital unless expressly authorized by Hospital.

(b) Group shall be solely responsible for the payment of unemployment compensation, workers' compensation, compensation owed to Providers and other employees or contractors of Group, and any income, occupational, F.I.C.A. or other taxes, assessments, interest or penalty of any kind whatsoever assessed by any governmental agency or entity which may pertain to any monies earned, collected, paid or charged by or to Group (or any of its employees or agents) pursuant to this Agreement

11. Notices. Any and all notices, consents or other communications by one party intended for the other will be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

12. Applicable Law, Jurisdiction, and Venue.

(a) Applicable Law. This Agreement shall be interpreted and construed under and governed by the laws of the State of Oklahoma, without giving effect to any principles of conflicts of law.

(b) Jurisdiction and Venue. The parties irrevocably consent and agree (and waive all rights otherwise) that jurisdiction and venue for any dispute or controversy arising between them or any person or entity in privity therewith, out of the transactions effected and relationships created pursuant to this Agreement, including any dispute or controversy regarding the formation, terms, or construction of this Agreement, regardless of kind or character shall lie in the District Court of Custer County, Oklahoma.

13. Confidentiality. Group will keep confidential and will not divulge to anyone else any of the proprietary, confidential information of Hospital, including information relating to such matters as finances, methods of operation and competition, pricing, marketing plans and strategies, equipment and operational requirements and information concerning personnel, patients and suppliers, unless such information (i) is or becomes generally available to the public other than as a result of disclosure by Group, or (ii) is required to be disclosed by law or by a judicial, administrative or regulatory authority. Group will not use such information except in the performance of Group's obligations under this Agreement. Additionally, Group will keep the terms of this Agreement strictly confidential.

14. Compliance.

(a) Group will appropriately safeguard all data that is protected health information, as defined in the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time ("HIPAA"). Group will execute a HIPAA business associate agreement with Hospital, if required by law.

(b) To the extent required by the Social Security Act § 1861(v)(1)(I) and the regulations promulgated thereunder, including 42 C.F.R. § 420.300 *et seq.*, Group shall keep and maintain accurate books, records, and documents of all services provided to Hospital under this Agreement, shall retain and preserve such books, records, and documents for not less than

four years after the last date on which such services are provided under this Agreement, and shall provide access to such books, records, and documents pertaining to performance of this Agreement and the provision of services hereunder as may be required by law.

15. No Requirement to Refer. Nothing in this Agreement, whether written or oral, nor any consideration under this Agreement contemplates or requires the referral of any patient to the Hospital. Group will not receive or be paid any compensation or remuneration for referrals, if any.

16. Indemnification. Group agrees to indemnify, defend, and hold harmless Hospital and its employees, officers, board members, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from a violation of law by Group or a Provider, negligence of Group or a Provider, intentional misconduct of Group or a Provider, or a breach of this Agreement by Group.

17. Regulatory Requirements. Group will ensure that Providers perform services under this Agreement in compliance with federal and state law, rules, and regulations and the policies of Hospital.

18. Miscellaneous. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Group may not assign this agreement or any right or interest hereunder without the written consent of Hospital. No right or remedy conferred in this Agreement upon or reserved to either Hospital or Group is intended to be exclusive of any other right or remedy. Each and every right and remedy will be cumulative and in addition to any other right or remedy provided in this Agreement. The failure of Hospital or Group to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy will not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, any patient or any person other than the parties to this Agreement.

19. Intentionally Omitted.

20. Survivability. The provisions of this Agreement related to Billing and Collections; Notices; Applicable Law, Jurisdiction, and Venue; Confidentiality; Compliance; Indemnification; Miscellaneous; Intellectual Property; and any other provision the survival of which is necessary to carry out the parties' intent shall survive termination of this Agreement.

21. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by all parties.

IN THE WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

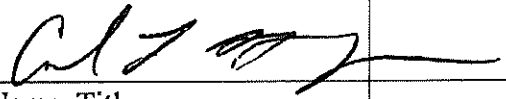
Hospital:

By _____
Name, Title

Date _____

Address: _____

Group:

By 
Name, Title

CARYL LAFFOON, DNP, APRN-CNP
Date 3/21/26 President

Address: 11709 Milano Rd
OKC, OK 73173

EXHIBIT A

Services and Compensation

Services

1. Group will staff Hospital's Emergency Department, 24 hours a day and 365 days a year, with Providers at staffing levels, and ratios between Physicians and APRNs, as reasonably determined by Hospital, in accordance with the Hospital Bylaws, Hospital policy, and applicable law.

2. Group will ensure that its Providers comply with Hospital's policies, procedures, and directions regarding timely documentation and charting timelines and requirements.

3. Group and its Providers will provide prompt assistance Hospital in support of Hospital's billing and collection efforts.

4. Group will designate a Provider to work, in collaboration with Hospital's Emergency Department Director, on Hospital initiatives related to quality, compliance, risk management, and similar matters, including participation in committees, boards, or other groups.

5. Group will ensure Providers staffing the Emergency Department perform the clinical and administrative tasks necessary to ensure individuals presenting at the Emergency Department receive appropriate care, including performing the following:

(a) Providing comprehensive emergency medical evaluations, diagnoses, and treatment plans for all patients presenting to the Emergency Department, with complete documentation in the electronic medical record (EMR) within 48 hours of patient encounter completion;

(b) Performing emergency medical procedures within Provider's scope of practice and Emergency Medicine credentials, including but not limited to:

(c) Coordinating transfer of patients to higher levels of care, specialty facilities, or other hospitals as medically appropriate, or admitting patients for observation;

(d) Coordinating with specialists, primary care providers, and consulting services for admitted patients requiring ongoing care, including timely communication of patient status and treatment recommendations;

(e) Providing oversight of Emergency Department patient flow, triage decisions, bed management, and coordination with nursing and ancillary staff to ensure efficient department operations and optimal patient throughput times;

(f) Participating in Hospital quality improvement initiatives, peer review processes, incident investigations, morbidity and mortality conferences, and performance improvement activities related to emergency care;

(g) Ensuring all medical documentation meets federal billing requirements, supports appropriate ICD-10 and CPT coding, and complies with Medicare, Medicaid, and third-party payor documentation standards for maximum reimbursement;

(h) Communicating with patients and family members regarding emergency care, treatment plans, disposition decisions, prognosis, and discharge instructions in a professional, compassionate, and culturally sensitive manner;

(i) Participating in Hospital emergency response protocols including disaster preparedness, mass casualty incidents, infectious disease outbreaks, and public health emergencies as directed by Hospital administration;

(j) Fulfilling administrative responsibilities, including participation in staff meetings, policy development, protocol review, strategic planning activities, and coordination with Hospital leadership on departmental initiatives;

(k) Maintaining current knowledge of emergency medicine practices through continuing medical education, implementing evidence-based care protocols, and staying current with emergency medicine literature and best practices;

(l) Ensuring all emergency care services comply with applicable federal, state, and local regulations, CMS requirements, and Hospital policies and procedures;

(m) Utilizing Hospital's ancillary services, departments, and resources whenever clinically appropriate and available in the furtherance of services provided under this Agreement, including but not limited to laboratory services, radiology and imaging, physical therapy, cardiac rehabilitation, wound care services, respiratory therapy, and other diagnostic or therapeutic services offered by Hospital, except that this requirement shall not apply (i) if the patient expresses a preference for a different provider; (ii) the patient's insurer determines the provider; (iii) the referral is not in the patient's best medical interest in the judgment of the Provider; or (iv) Hospital does not offer the relevant good or service (including when the good or service is temporarily unavailable); and

6. Notwithstanding anything in this Agreement, Provider will ensure strict compliance with the Emergency Medical Treatment and Labor Act (EMTALA), including rules pertaining to medical screening examinations, stabilization of emergency medical conditions, and appropriate transfers.

Compensation

1. Hospital will pay Group the per-Provider, per-hour rate described in this paragraph for services performed under this Agreement (the "Hourly Rate").

(a) Except on Major Holidays, as defined below, the Hourly Rate is \$130.00.

(b) On Major Holidays, the Hourly Rate is \$195.

(c) Partial hours shall be prorated.

(d) The term "Major Holidays," as used in this paragraph, refers to

- (i) New Year's Day
- (ii) Memorial Day
- (iii) Independence Day
- (iv) Labor Day
- (v) Thanksgiving Day
- (vi) Christmas Day

2. As a condition to receiving compensation under this Agreement, Group will submit monthly invoices to Hospital in the form or format reasonably requested by Hospital and consistent with Hospital's internal policies and practices. Group will provide timely responses to Hospital's reasonable requests for documentation and information related to such invoices and understands that payment may be denied or delayed if Group fails to provide such documentation or information.

3. Group will receive no other compensation, except as specifically provided in this Exhibit A, for providing services under this Agreement.