CLINIC MANAGEMENT SERVICES AGREEMENT

This CLINIC MANAGEMENT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of November, 2021, by and between LAKESIDE WALK-IN CLINIC, PLLC, an Arkansas professional limited liability company ("LAKESIDE"), and the CITY OF HOT SPRINGS ("CHS").

RECITALS

A. CHS maintains operations in Hot Springs, Arkansas and sponsors a group health plan ("Plan').
B. CHS plans to access LAKESIDE as a primary care clinic (the "Clinic") for the benefit of CHS's eligible participants in its Plan (collectively, "Eligible Persons").
C. CHS desires to contract with LAKESIDE to provide services at the Clinic, and,
D. CHS and LAKESIDE desire to enter into this Agreement to provide a full statement of their respective rights and responsibilities with regard to management of the Clinic.

Now, therefore, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

Section 1. Management Services. LAKESIDE will provide the following management functions for the Clinic:

(a) *Services and Hours of Operation.*

(i) LAKESIDE shall arrange for the provision of primary care services to Eligible Persons at the Clinic. Clinical personnel are not available to provide care outside normal business hours or to provide emergency care at any time. In the event of a patient presenting to the Clinic during its hours of operation in need of emergency care, Clinic personnel will call 9-1-1 and will take steps to provide appropriate interim care within the confines of the available resources until the arrival of emergency personnel.

(ii) The Clinic will be open and staffed during the hours established by LAKESIDE with input from all participating clients. LAKESIDE personnel will schedule appointments for Clinic services during these ours of operations.

(b) *Personnel.* LAKESIDE will arrange for the provision of duly licensed and qualified professional personnel to staff the Clinic through either direct employment or on an independent contractor basis. CHS acknowledges that any and all physicians and/or medical professionals providing services in the Clinic will have control over the provision of patient care without interference with their professional judgment from

CHS. LAKESIDE will ensure that any professional medical provider providing services to Eligible Persons at the Clinic has and maintains a current and valid license to practice his or her profession in the State of Arkansas, without restrictions, limitations, suspensions or revocations. LAKESIDE shall also require that any professional medical provider providing services to Eligible Persons at the Clinic perform medical services in accordance with all laws and with prevailing and applicable standards of care, maintain his or her skills through continuing education and training, maintain eligibility for professional liability insurance, and, if applicable, maintain a Federal Drug Enforcement certificate without restrictions as necessary for his or her practice.

(c) *Patient Records.* Physicians and other professional personnel staffing the Clinic shall maintain appropriate and legally required clinical records for each patient seen or treated at the Clinic. LAKESIDE shall ensure that clinical records are safeguarded against loss or unauthorized use and shall comply with all applicable laws and regulations governing the privacy and security of such records, including applicable provisions of HIPAA. As required by applicable laws and regulations, LAKESIDE will provide CHS with only the minimum amount of information necessary in order to obtain payment. Only the personnel listed on Schedule 1 (c) attached hereto are authorized to obtain such information on CHS's behalf.

(d) *Policies and Procedures.* LAKESIDE, in consultation with Clinic physicians and other professional personnel, as appropriate, will develop and implement written policies and procedures related to the operation of the Clinic, to include, without limitation, policies and procedures regarding Clinic services, patient consents, and medical record privacy and security. CHS will notify LAKESIDE of any requirements with regard to Clinic policies and procedures, and LAKESIDE shall conform policies and procedures to such requirements. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that no Clinic policies and procedures shall interfere, in any way, with Clinic physicians' relationships with Eligible Persons.

(e) *Equipment and Supplies.* LAKESIDE shall obtain, or cause to be obtained, and maintain all medical and office equipment and supplies, including computer equipment, necessary for the operation of the Clinic.

(f) *Reports.* Subject to the confidentiality requirements of Section 1(c) above, LAKESIDE will provide periodic reports to CHS, as reasonably requested by CHS, regarding the operation of the Clinic.

(g) *Compliance.* LAKESIDE shall provide management services hereunder in accordance with applicable laws, regulations, and professional standards. LAKESIDE shall require clinical personnel to provide services to Eligible Persons in compliance with all applicable laws, regulations, and professional and ethical standards. LAKESIDE shall have and maintain any registrations, certifications and accreditations required by law to render healthcare services in the State of Arkansas.

(h) *Liability*. In no case shall CHS be liable for LAKESIDE's services provided to Eligible Persons. LAKESIDE shall have exclusive responsibility for and authority over the medical services provided at the Clinic, including all diagnosis, treatment and ethical determinations.

Section 2. Eligible Persons. CHS will provide each Eligible Person with an identification card indicating his or her ability to receive services at the Clinic. LAKESIDE and its independent contractor medical practitioners are entitled to rely on the patient's identification card as proof of his or her status as an Eligible Person. If a patient does not have his or her identification card, LAKESIDE will contact CHS to confirm eligibility prior to providing services. Notwithstanding anything herein to the contrary, CHS acknowledges and agrees that when an Eligible Person requests services at the Clinic, the decision as to whether that person satisfies appropriate clinical criteria for acceptance and treatment at the Clinic will be made by qualified and licensed professional staff.

Section 3. CHS's Obligations.

(a) CHS will allow LAKESIDE to prepare and distribute Clinic information to its Eligible Persons. CHS will approve such material prior to distribution. Such approval will not be unreasonably withheld.

(b) *Clinic Operations.* CHS shall: (i) provide a patient identification card to each Eligible Person, as set forth in Section 2 above; (ii) designate authorized personnel to receive information regarding Eligible Persons as set forth in Section 1(c) above; (iii) identify a liaison who will be available as the primary contact for LAKESIDE during the term of this Agreement for the purpose of answering questions and providing contacts at CHS. Neither CHS nor any CHS personnel shall have a role in or responsibility for management at the Clinic.

Section 4. Financial Arrangement.

(a) *Insurance Billing and Claims Submission.* LAKESIDE shall be responsible for billing individual claims with any third parties for the services provided at the Clinic or for determining whether any source of payment other than the CHS Plan may be liable for the services provided to an Eligible Person. LAKESIDE acknowledges that CHS's insurance carrier is QualChoice, and that it will accept the QualChoice in-network rate for any and all services received by an Eligible Person. LAKESIDE agrees that it will not invoice CHS or any Eligible Person for any charges above the amount paid by QualChoice.

(b) *Service Fees.* LAKESIDE shall be compensated for management services and Clinic medical practitioners and other professionals shall be compensated for professional services as set forth on Schedule 4 attached hereto and fully incorporated herein.

Section 5. Insurance.

(a) *LAKESIDE's Insurance.* LAKESIDE shall maintain and/or require that each of its contractors maintain, at their sole expense, the following insurance: (i) professional liability insurance coverage in the minimum amounts of $1,000,000 per occurrence and $3,000,000 annual aggregate; (ii) commercial general liability insurance coverage in the minimum amounts of $1,000,000 per occurrence and $3,000,000 annual aggregate; (iii) workers' compensation insurance as required by applicable law; and, (iv) property casualty coverage for the Clinic space, LAKESIDE's equipment, and other personal property within the Clinic space.

Section 6. Indemnity.

(a) *LAKESIDE's Indemnity.* LAKESIDE will indemnify, defend, and hold harmless CHS and its directors, officers, agents, and employees from and against all third party claims for losses, damages, costs, and expenses arising out of services provided in the Clinic, the operation and management of the Clinic, the Clinic's physical facilities, violation of law, or any breach of this Agreement by LAKESIDE or any of its employees or independent contractors; provided, however, that such indemnity shall not apply to the extent any such loss, damage, costs, and expenses were caused by the negligent or intentional act or omission of CHS, its directors, officers, employees, or agents. The duty to indemnify and hold harmless required by this Section shall include the payment of reasonable attorney's fees and related expenses of litigation. Notwithstanding the foregoing, such indemnity obligation shall apply only to the extent that the applicable loss, damage, cost, and/or expense are not otherwise reimbursed under CHS's insurance policies. This Section shall survive the termination or expiration of this Agreement.

(b) *CHS's Indemnity.* CHS will indemnify, defend, and hold harmless LAKESIDE and its directors, officers, agents, and employees from and against all third party claims for losses, damages, costs, and expenses arising out of any breach of this Agreement by CHS or its directors, officers, agents, or employees; provided, however, that such indemnity shall not apply to the extent any such loss, damage, costs, and expenses were caused by the negligent or intentional act or omission of LAKESIDE, its directors, officers, employees, or agents. The duty to indemnify and hold harmless required by this Section shall include the payment of reasonable attorney's fees and related expenses of litigation. Notwithstanding the foregoing, such indemnity obligation shall apply only to the extent that the applicable loss, damage, cost, and/or expense are not otherwise reimbursed under LAKESIDE's insurance policies. This Section shall survive the termination or expiration of this Agreement.

Section 7. Term and Termination.

(a) *Term.* The term of this Agreement will begin upon execution hereof (the "Effective Date") and end on December 31, 2024 (the "Term"), unless terminated in writing by

either party with at least ninety (90) days prior to a termination date. In the event of such termination prior to the expiration of the Term, or if LAKESIDE ceases operations, LAKESIDE shall refund a prorated balance of the compensation received under Section 4(b) above. A formal review and written affirmation of renewal, if any, will occur prior to November 1, 2024.

(b) *Termination.* Either party may terminate this Agreement upon a material breach of the Agreement. If a party asserts that the other party has breached, it shall provide written notice of the breach to the other party. If the breach may be cured, the non-breaching party may provide for a period of time to cure the breach. If the breach is not capable of cure, the non-breaching party may terminate this Agreement without a cure period.

Section 8. General Terms.

(a) *Independent Contractor.* In the performance of its obligations under this Agreement, it is mutually understood and agreed that LAKESIDE is at all times acting and performing as an independent contractor with respect to CHS and must exercise at all times their independent judgment and shall not be subject to the direction and control of CHS in the performance of professional services. Nothing in this Agreement is intended nor shall be construed to create a CHS/LAKESIDE employee relationship, partnership, or joint venture relationship.

(b) *Cumulation of Remedies.* Except as expressly provided herein, the various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

(c) *Notices.* All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered to a party upon personal delivery to that party or: (i) one (1) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (ii) three (3) business days following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party's address set forth below, or to any other address that the party provides by notice, in accordance with this Section, to the other party:

If to CHS: Minnie Lenox, 133 Convention Boulevard, Hot Springs, AR 71901

If to LAKESIDE: Ray Ennis, 2230 Malvern Avenue Ste. E, Hot Springs, AR 71901

(d) *Assignment.* Neither party shall have the right or the power to assign this Agreement or any of the rights or obligations inuring to or imposed upon it herein without the written consent of the other party, and any attempted or purported assignment shall be null and void and of no effect. Subject to the foregoing, this Agreement shall be binding

upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permissible assigns.

(e) *No Third-Party Rights.* Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

(f) *Waiver.* Any waiver of any term or condition of this Agreement must be in writing and signed by the parties. No delay or failure by either party to exercise any right or remedy it may have under this Agreement shall operate as a continuing waiver of such right or remedy, or prejudice such party's right to insist upon full compliance by the other party of the terms of this Agreement.

(g) *Headings.* The headings contained in this Agreement are for convenience of reference only and shall in no way be held or deemed to be a part of or affect the interpretation of this Agreement.

(h) *Schedules.* All schedules referred to in this Agreement are incorporated herein by reference.

(i) *Severability.* The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

(j) *Entire Agreement.* This Agreement contains the sole and entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements between the parties.

(k) *Amendments.* This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

(l) *Governing Law.* The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to the state's conflict of laws rules.

(m) *Signatures.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute once and the same agreement. Facsimile signatures shall be acceptable as originals. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set for the below.

LAKESIDE WALK-IN CLINIC, PLLC

By: _____
Ray Ennis, Authorized Agent

Date: _____

CITY OF HOT SPRINGS, ARKANSAS

By: _____
Bill Burrough, City Manager

Date: _____

SCHEDULE 1(c)

Authorized CHS Personnel

Minnie Lenox, H.R. Director

Lauren Dees, H.R. Specialist

Angie Fenley, H.R. Generalist

Bill Burrough, City Manager

Brian Albright, City Attorney

Dorethea Yates, Finance Director

SCHEDULE 4

Financial Arrangement

As the sole compensation for the services provided herein, CHS will pay LAKESIDE the sum of $25,000.00 contemporaneously with the execution of this Agreement, such sum to be used to pay for Clinic operations and primary care services at the Clinic.

LAKESIDE agrees to bill CHS's carrier, QualChoice, the in-network rate for all charges, and shall not invoice CHS or any Eligible Person for any balance due after submission and payment by QualChoice.