

## INDEPENDENT PROVIDER SERVICE AGREEMENT

**THIS INDEPENDENT PROVIDER SERVICE AGREEMENT** (this "Agreement") is entered into as of the date of the last signatory hereto by and between Mission Texas Police Department ("PD") and Mission Doctors Group ("Group"). PD and GROUP may be collectively referred to as "Parties" and individually as "Party".

WHEREAS, Group owns and operates a medical practice, as well as various outpatient clinics, located in Mission, Texas and collectively referred to as Group.

WHEREAS, Group provides healthcare services to residents of Mission, Texas and surrounding areas through employed and contracted physicians and nurses;

WHEREAS, PD serves the community of Mission, Texas by reduce crime and protect our citizens from crime;

WHEREAS, PD is in need of a registered nurse ("RN") to render nursing and laboratory services at PD;

WHEREAS, PD and Group desire to enter into this Agreement to arrange the provision of high quality and cost-effective healthcare services (the "Services") to PD as specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

**1. Retention & Obligations of Group.** Group hereby agrees to be retained by PD, and PD hereby agrees to retain Group, on the terms and conditions herein set forth. Group shall provide an on-site RN for the purposes of obtaining blood samples as requested by PD. Group will provide one (1) RN from Thursday night to Sunday night from the hours of 1800-0600 hours.

Group will provide necessary equipment and supplies to perform blood draws.

Group retains administrative responsibility for Group services rendered pursuant to this contract and in accordance with State laws and regulations.

Both parties will instruct their respective staff to maintain confidentiality patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of PD and Group.

Group shall provide necessary personal protective equipment for RN while assigned to PD in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, Group may require PD to provide necessary personal protective equipment for RN use when it is necessary for Group to conserve supplies for Group staff during a disaster.

2. **Obligations of PD** PD hereby agrees to compensate Group for those services provided under this Agreement in accordance with the compensation rates set forth in **Exhibit A**. PD agrees to be obligated by the following terms and conditions:

- a. Provide safety for the RN while the RN performs the above duty.
- b. Office space provide must be in good repair and have access to WiFi.
- c. PD shall provide RN a copy of a properly executed warrant prior to any blood draw being performed if the individual in custody will not consent to a blood draw. PD will be solely responsible to maintain the proper chain of custody of any blood samples drawn by the RN.
- d. Coordinate daily services with the onsite RN.

3. **Performance of Group**. Group shall at all times loyally and conscientiously perform all of the Services to the best of Group's abilities, and in a manner that reflects favorably upon PD. Group agrees to obey all bylaws, regulations, policies and procedures of PD, pertaining to Group conduct. Group agrees to comply with all applicable laws, rules, and regulations, and the standards of applicable federal, state and local agencies, governing bodies and professional organizations with jurisdiction over Group's conduct. Group agrees to make every effort to maintain the standard and quality of care provided by PD and other Groups in the community.

4. **Term**. The term of this Agreement shall commence on \_\_\_\_\_, 2024 (the "Effective Date") and shall continue for an initial period of one (1) year unless sooner terminated as hereinafter provided. This Agreement may be renewed thereafter for successive one (1) year terms, but only upon the mutual written agreement of the Parties. Nothing in this Agreement shall be construed to provide any guaranty, commitment, or assurance that Group's retention will be continued indefinitely or renewed past its initial term.

5. **Independent Contractor**. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between GROUP and PD than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

6. **Termination**. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party.

6.04 **Compensation Upon Termination**. Upon termination of this Agreement for any reason, Group shall be entitled solely to the Compensation provided under this Agreement to and including the date of termination. Group shall be entitled to no further compensation as of the date of termination of this Agreement.

7 **Additional Obligations of PD**. In addition to other obligations under this Agreement, PD agrees to the following:

7.01 **Office Space and Equipment.** PD shall provide for Group those facilities and equipment (unless otherwise provided for by this Agreement), personnel, supplies, utilities, and account services necessary to provide the services to be performed by Group under the terms of this Agreement.

8. **Insurance and Indemnification**

8.01 **Insurance.** Group shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect Group and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$ 1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

8.02 **Indemnification.** To the fullest extent permitted by law, each party ("Indemnifying Party") shall indemnify and hold harmless the other party, its affiliates, officers, directors, consultants and agents and employees ("Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the other party, but only to the extent caused by the negligent acts or omissions or willful misconduct of the other party, its Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable

9. **Access to Information.** Neither Group nor PD shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Group in writing. Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, PD and Group shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the "**Protected Health Information**"), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the "**Federal Privacy Regulations**") and the federal security standards (the "**Federal Security Regulations**") as contained in 45 CFR Part 164.

10. **Waiver.** A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by PD, and PD shall be free to reinstate that part with or without notice to Group. No waiver of any of the provisions of this Agreement shall be deemed binding unless executed in writing by the party making the waiver.

11. **Effect.** Should any portion of this Agreement be held to be unenforceable or inoperative for any reason, such portion shall not affect any other portion of this Agreement and the remainder of this Agreement shall remain in effect without need for a further writing.

12. **Governing Law.** This Agreement is drawn to be effective in and shall be construed and governed in accordance with the laws of the State of Texas.

13. **Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

<p>If at GROUP:  Mission Doctors Group 910  S. Bryan Road, Suite 103  Mission, TX 78572  Attention: Chief Executive Officer</p> <p>With a Copy To:</p> <p>Prime Healthcare Management,  Inc.  3480 E. Guasti Road, 2<sup>nd</sup> Floor  Ontario, CA 91761  Attention: General Counsel</p>	<p>If to PD:  Mission Police Department  1200 E. 8<sup>th</sup> Street  Mission, Texas 78572  Attn:</p>
--	---

14. **Assignment.** Neither Group nor PD shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the retention of Group by PD and supersedes all prior or contemporaneous agreements, representations, contracts and understandings of the parties. It is understood and agreed that all prior retention agreement(s) entered into by the parties are terminated and superseded by this Agreement.

16. **Construction.** Should any provision of this Agreement require interpretation by an arbitrator or court of competent jurisdiction, it is agreed by the parties that the arbitrator or court interpreting this Agreement shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party whose agent prepared such document, it being agreed that the agents of both parties have participated in the preparation of this Agreement.

17. **Captions.** Sections headings are inserted in this Agreement solely for the purpose of convenience of reference and shall not be construed as part of this Agreement.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, and may be exchanged by fax transmittal, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. **Authorization to Speak for Other Party.** No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

20. **Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

21. **Confidentiality of Agreement.** The parties hereto agree to maintain this Agreement as a confidential document and not to disclose this Agreement or any of its terms to any person without the prior written approval of the other party, except for such disclosure to those employees, advisors and regulatory agencies who have a legitimate need to know.

22. **Amendments.** This Agreement shall not be modified, amended or in any way altered except by an instrument in writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

<p><b>GROUP:</b> Mission Doctors Group</p> <p>By: _____ Kane Dawson Its: Chief Executive Officer</p> <p>Date: _____</p>	<p>Mission Texas Police Department</p> <p>By: _____ Mission Texas Police Department</p> <p>Date: _____</p>
---	--

**EXHIBIT A PROFESSIONAL FEES**

City of Mission Police Department agrees to pay the following fees to obtain an RN assigned to PD station:

Item	Yearly Cost	Description
STAFFING	\$95,000	RN Salaries and benefits
PHLEBOTOMY EQUIPMENT	\$7,000	Non disposable phlebotomy items
CONSUMABLE SUPPLIES	\$10,000	Disposable phlebotomy items

OFFICE EQUIPMENT	\$8,500	Office IT and Furniture
BIOHAZARD DISPOSAL	\$4,000	Fee for biohazard waste removal
MANAGEMENT FEE	\$16,000	Fees associated with fulfilling agreement

Total Yearly Cost of \$140,500 to be invoiced from GROUP to PD on a monthly basis equaling \$11,708.33 for twelve (12) months.