

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into effective the ____ day of _____, 2024 by and between the Hernando County Board of Commissioners (hereinafter referred to as "HCBC") and Premier Community Healthcare Group, Inc., (hereinafter referred to as "PCHG").

RECITALS

PCHG is a Federally Qualified Health Center that provides primary care services including, but not limited to, dental services to medically underserved populations in its approved service area;

PCHG operates a mobile dental unit to provide greater access to dental services for individuals within PCHG's approved service area;

HCBC is a political subdivision of the State of Florida that funds the Hernando County Detention Center; which is operated by the Hernando County Sheriff's Office (HCSO);

HCBC desires to contract with PCHG to provide specified dental services to inmates at the Hernando County Detention Center;

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

1. Term.

This Agreement shall govern the relationship of the parties for an initial one (1) year period commencing as of _____, 2024 ("the Effective Date"). It is anticipated that this Agreement shall continue beyond the initial one (1) year term and as such shall automatically renew for successive one (1) year terms absent ninety (90) days written notice from either party indicating the party's intent not to renew the Agreement.

2. Duties of PCHG.

PCHG shall provide dental services to inmates residing at the Hernando County Detention Center. Such services shall be provided by a Florida licensed dentist who shall be supported by appropriately qualified PCHG personnel. The dentals services shall be limited to inmates in need of a dental extraction. Such services shall be provided within the appropriate standard of care and documented in dental record owned by PCHG.

3. Extent of Services.

PCHG shall provide the above referenced dental services two (2) day per month as mutually agreed to by the parties. The services shall be provided on PCHG's mobile unit which shall present to the Hernando County Detention Center on the scheduled days. The services shall be provided between the hours of 9 a.m. and 3 p.m., on the scheduled days. PCHG shall treat scheduled patients up to a limit of no more than ten (10) patients per day.

4. Duties of the HCSO.

HCSO shall be responsible for identifying the inmates in need of services under this Agreement and collaborating with PCHG to schedule such services. HCSO shall assist PCHG obtaining any required inmate consents for the provision of treatment services. HCSO shall also provide to PCHG any requested and/or necessary medical records prior to any scheduled treatment. HCSO will be responsible for providing the appropriate supervision of any inmate receiving services. Such supervision shall consist of a trained correctional officer(s) who shall be present at all times during the provision of treatment services. HCSO shall remove any patient present for treatment that fails to reasonably cooperate with PCHG staff or provider direction.

5. Compensation.

HCBC agrees to pay PCHG \$2,500 per each day of service provided. PCHG will submit an invoice to HCBC on a monthly basis with payment due from HCBC within thirty (30) days of receipt.

6. Independent Contractor.

The parties intend to create an independent contractor relationship, and it is of the essence of this Agreement that PCHG is an independent contractor for all purposes, including tax purposes. Any contrary final determination by a board, administrative proceeding, or court of competent jurisdiction shall entitle either party to amend this Agreement in any way necessary to establish and maintain an independent contractor relationship. In the event such amendment is not possible, this Agreement may be terminated by either party. Neither party to this Agreement has any authority to employ or retain any person on behalf of the other. Each shall have the exclusive right to engage/discharge and to otherwise manage, supervise and control any persons hired by them, and shall be responsible for all obligations and discharge all liabilities imposed under labor, wage hour, workers' compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations.

7. Professional Services.

It is expressly acknowledged by the parties to this Agreement that all services provided by PCHG shall be provided by Florida licensed dentists and appropriately qualified assistive personnel.

8. Liability Insurance.

PCHG has been "deemed" as an employee of the Federal Government pursuant to the Federally Supported Health Centers Assistance Act of 1995 (Pub. L. 104-73). As such, all of the PCHG's employees, as well as PCHG itself, has been afforded protection under the Federal Tort Claims Act for all claims relating to personal injury, including death, resulting from the performance of medical treatment to the patients of PCHG. Such coverage is applicable to PCHG and its employees and contractors.

Auto Liability Insurance must be \$1,000,000 Combined Single Limit OR \$500,000 Bodily Injury (Per Person) and \$500,000 Bodily Injury (Per Accident).

9. Termination.

9.1 Termination without Cause.

Either party may terminate this Agreement, without cause, upon thirty (30) days written notice.

9.2 Termination for Cause.

- a. The Agreement may be terminated in the event that either party fails to observe, perform or otherwise defaults or breaches any material covenants, agreements or obligations under this Agreement and such failure continues for a period of ten (10) days after receipt by the other party of notice thereof.
- b. The Agreement may be terminated should legal counsel for either party reasonable conclude that any portion of or provision in this Agreement is or may be in violation of any federal, state or local law, regulation or ordinance, unless the parties are able to agree to such modifications of the Agreement as may be necessary to establish compliance with such law, regulation or ordinance.

10. Waiver.

The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the non-breaching party.

11. Notices.

Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or two business days after the date of deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to HCBC at:

Hernando County Board of Commissioners
15470 Flight Path Drive
Brooksville, FL 34604

addressed to the PCHG at:

37912 Church Ave.
Dade City, FL 33525
Attn: CEO

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section.

12. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue being proper in Hernando County, Florida.

13. Entire Agreement.

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this or any prior Agreement between the parties. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

14. Agreement Binding.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. Attorney Fees.

In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.

16. Presumption.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement, or any section thereof was drafted by said party.

17. Fraud and Abuse Compliance.

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party.

PREMIER COMMUNITY HEALTHCARE
GROUP, INC.

HERNANDO COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____

By: _____

As its: _____

As its: _____

Date: _____

Date: _____

