

**MEMORANDUM OF AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement (the "Agreement") is entered into on the 9th day of August, 2022, by and between the Suwannee County School Board on behalf of the Suwannee County School District (hereinafter referred to as "SCSD") and Trenton Medical Center, Inc., a Florida not for profit corporation d/b/a Palms Medical Group (hereinafter referred to as "PALMS").

RECITALS

The School Board of Suwannee County, Florida is a political subdivision of the State of Florida charged with the responsibility of operating the Suwannee County School District;

PALMS is a Federally Qualified Health Center that specializes in the delivery of primary health care services in its approved service area;

SCSD desires to make an employee Wellness Center available to SCSD employees and their dependents as well as eligible retirees of the SCSD;

The Parties Agree As Follows:

1. Term.

The term of this Agreement shall be for a total of three (3) one (1) year periods, beginning August 9, 2022 and ending August 8, 2025. During the term, this Agreement shall automatically renew annually, unless terminated or amended as provided herein.

2. Obligations of PALMS.

PALMS shall provide access to health care services to SCSD employees and their dependents as well as eligible SCSD retirees ("SCSD Patients"). The health care services shall be as set forth in Exhibit A to this Agreement.

3. Obligations of SCSD.

SCSD shall collaborate with PALMS to coordinate the provision of services set forth in Exhibit A of this Agreement to SCSD Patients. Additionally, SCSD shall provide PALMS with a facility to provide services to SCSD Patients. The facility shall be provided PALMS without cost and shall be subject to the Space Use Agreement set forth in Exhibit B to this Agreement.

4. Compensation.

SCSD provides its employees and their dependents with health care coverage under SCSD's self-insured health plan. SCSD seeks to make available to SCSD Patients a dedicated facility to increase SCSD Patient access to primary health care. SCSD shall agree to compensate PALMS for the services provided under this Agreement pursuant to the compensation methodology set forth in Exhibit C to this Agreement.

5. Independent Contractor.

The parties intend to create an independent contractor relationship, and it is of the essence of this Agreement that PALMS 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 the parties 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 select, engage, and fix the compensation of, 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. PALMS agrees that it will not be treated by SCSD as an employee, and that it is solely responsible for any tax liability relating to its business, including payment of federal income taxes, self-employment taxes and payroll taxes, as required.

6. Professional Services.

PALMS expressly warrants, represents and acknowledges that its employees and contractors providing services under this Agreement are duly licensed to in the State of Florida to provide the services contemplated in this Agreement. PALMS further warrants, represents and acknowledges that its employees shall perform all professional medical services provided to employees of SCSD consistent with the requirements of their respective license and shall perform all services with respect to the diagnoses and treatment of patients in such manner as they, in the independent exercise of medical judgment, deem to be in the best interest of the patients.

7. Liability and Insurance.

- a. PALMS 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 PALMS's employees, as well as PALMS 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 under the terms of this Agreement. Such coverage may not be extended to the SCSD. In the event that Federal Tort Claims Act coverage is not available for the services provided under this Agreement, PALMS maintains and shall maintain professional liability coverage in at least the minimum amounts required by law to supplement any Federal Tort Claims Act coverage denials.
- b. The parties agree to maintain all appropriate insurance or other form of financial responsibility coverage as may be required by law. The parties agree to accept and to be responsible for their own acts or omissions as well as those of its employees, and nothing in this agreement should be interpreted or construed to place any such responsibility onto the other parties.

8. Termination.

8.1 Termination without Cause.

Either party may terminate this Agreement, without cause, upon ninety (90) days written notice, at any time during this Agreement,

8.2 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 thirty (30) days after receipt by the other party of notice thereof.
- b. The Agreement may be terminated should legal counsel for either party reasonably 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 that parties are able to agree to such modifications of the Agreement as may be necessary to establish compliance with such law, regulation or ordinance.

9. 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 such party.

10. 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 SCSD at:

Ted L. Roush, Superintendent
Suwannee County School District
1740 Ohio Avenue South
Live Oak, FL 32064

addressed to the PALMS at:

Palms Medical Group
c/o Anita H. Rembert, CEO
23343 NW County Rd. 236
High Springs, FL 32643

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

11. Governing Law.

This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

12. 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.

13. Agreement Binding.

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

14. 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 attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

15. 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.

16. 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.

17. Warranties by PALMS.

PALMS has warranted that; (a) None of its employees' license to practice as licensed professional in the State of Florida, or in any other State, has ever been suspended or revoked at any time, unless and except as disclosed to SCSD in writing prior to executing this Agreement; and

(b) PALMS has never taken any acts in violation of 42 U.S.C. section 1395nn (the Stark Law), Chapter 456.053, Florida Statutes (The Patient Self Referral Act), Chapter 456.054, Florida Statutes (anti-kickback prohibition), Chapter 817.505, Florida Statutes (prohibition against patient brokering), or the Federal anti-kickback statute, 42 U.S.C. 1320a-7(b) nor does PALMS know of any threatened or pending administrative or legal action by any governmental agency involving PALMS, unless and except as disclosed to the SCSD in writing prior to the execution of this Agreement. (c) PALMS and its licensed professionals have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any Federal or state health care programs.

18. Public Records.

PALMS acknowledges that all records not otherwise protected from disclosure by HIPAA, FERPA or other state or federal law, are public records pursuant to Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, PALMS is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- Keep and maintain public records required by SCSD to perform the service.
- Upon request from SCSD's custodian of public records, provide SCSD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the PALMS does not transfer the records to the School Board.
- Upon completion of the contract, transfer, at no cost, to SCSD all public records in possession of PALMS or keep and maintain public records required by SCSD to perform the service. If PALMS transfers all public records to SCSD upon completion of the contract, PALMS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PALMS keeps and maintains public records upon completion of the contract, PALMS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- The failure of the PALMS to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

IF PALMS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PALMS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DEPRATTER, CPA, CHIEF FINANCIAL OFFICER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, or 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

19. Certification Regarding Debarment, Suspension, and Other Matters.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
 - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
 - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

20. Force Majeure.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

21. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

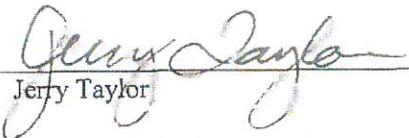
22. Contractor's Representations and Warranties.

Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

23. No Dissemination of Confidential Data.

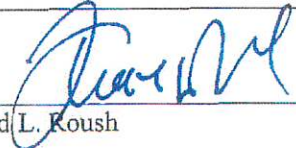
No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

SCSD

By: 
Jerry Taylor

As its: _____
Board Chairman

Date: AUG 09 2022

By: 
Ted L. Roush

As its: _____
Superintendent of Schools

Date: AUG 09 2022

PALMS

By: 

As its: CFO

Date: 8-18-2022

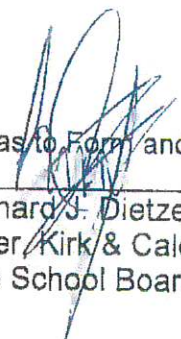

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

SCOPE OF WORK – HEALTH CARE SERVICES

1. PALMS will provide the following services as the SCSD Wellness Clinic (“Wellness Clinic”) to eligible SCSD Patients:
Pre-employment physicals including drawing labs
Wellness Exams
Primary Health Care for both Adults and children at least 5 years old
Vaccines (Flu, COVID, Pneumococcal, Tdap)
2. PALMS will ensure that clinical providers providing services to SCSD Patients are appropriate licensed to practice in Florida are practicing within their approved scope of practice.
3. PALMS will ensure compliance with all applicable federal and state laws and regulations related to the provision of services under this Agreement.
4. PALMS will designate an individual who will serve as a primary liaison to the SCSD and coordinate the appropriate exchange of information between the parties.
5. PALMS will require its employees to undergo criminal background checks.
6. The ownership and right to control of all clinical records, test results and supporting documents prepared in connection with the delivery of services under this Agreement will vest exclusively in PALMS. However, PALMS agrees that copies of such clinical records will be released to a patient, parent or legal guardian, as applicable, pursuant to a valid consent or to a third-party as provided by applicable federal or state law. The parties expressly agree that such clinical records will not be released to SCSD nor will SCSD have access to any of the contents of such clinical records.
7. The hours of operation of the Wellness Clinic shall be established by PALMS, in consultation with SCSD, to meet the needs of SCSD Patients. The clinic will be staffed with Palms employees no more than 3 days per week.

SPACE USE AGREEMENT

This SPACE AND SUPPORT AGREEMENT ("Agreement") is made as of August 9, 2022 ("Commencement Date"), by and between **Suwannee County School Board** ("Landlord"); and **Trenton Medical Center, Inc.**, a Florida not for profit corporation d/b/a **Palms Medical Group** ("Tenant").

RECITALS

A. Landlord is the owner of 300 Pinewood Dr. SW ("Premises") located in Live Oak, Suwannee County, Florida.

B. Landlord desires the services of a qualified health services provider to render health services to SCSD Patients as set forth in the Agreement between the parties.

D. Tenant is an organization that operates Federally Qualified Health Centers ("FQHC") as defined by Section 1905(1)(2)(B) of the Social Security Act (codified at 42 U.S.C. § 1396d(1)(2)(B)) that provides services to medically underserved populations within its approved service area in the state of Florida. Tenant is a community-driven health care organization dedicated to serving patients and their families locally, in the neighborhoods that they live and trust. Tenant provides quality and compassionate health care services to many diverse communities and does so in a way that consistently overcomes economic, cultural, and geographic barriers.

E. Tenant desires to use, and Landlord, under the terms and conditions set forth herein, agrees to allow Tenant to use a portion of the Premises for the purpose of a charitable organization health services clinic.

F. Landlord and Tenant now desire to set forth in writing the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of Recitals: The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Grant of Agreement: Landlord does hereby grant unto Tenant an agreement to use a portion of the Premises, as outlined in Exhibit 1, which is attached hereto and incorporated herein by this reference, ("Clinical Office Space") for the purpose of Tenant operating a health care services clinic for a charitable organization, in accordance with the terms and conditions of this Agreement. The parties shall mutually agree on the schedule for the Tenant's use of the Clinical Office Space under this Agreement. Except as otherwise listed herein, Tenant accepts the Clinical Office Space in its "AS IS" condition. Tenant shall also have access to the common areas of the Premises, as well as non-reserved parking

in the Premises parking lot. The Tenant shall be provided a separate entrance for the Clinical Office Space.

3. Term and Termination: The Term of this Agreement shall begin on the Commencement Date and shall terminate on the second anniversary of the Commencement Date. This Agreement may be renewed upon mutual written agreement of the parties. Either Party may terminate this Agreement upon (ninety) 90 days prior written notice to the other Party.

4. Fee: Tenant shall pay Landlord the sum of one dollar (\$1.00) for the rent of the Clinical Office Space as outlined in this Section 4.

08/21/2021 – 08/20/2022	\$1.00/annum
08/21/2022 – 08/20/2023	\$1.00/annum

5. Maintenance and Repairs: Landlord, at its own cost and expense, shall maintain and keep in good repair the exterior and the structural portions of the Premises and the heating and air conditioning equipment and restroom water closets, located thereon provided that the cost of any repairs required are not solely attributed to the negligence, acts or omissions of Tenant or any person on the Premises with Tenant's permission; in which case repairs shall be paid by the Tenant. Tenant shall furnish its own sharps, chemical, medical, and biomedical waste disposal, as well as provide for any cleaning of the Clinical Office Space during Tenant's use thereof. In addition, Tenant shall keep the Clinical Office Space in a clean, sanitary, and safe condition in accordance with the laws of Lake City and the State of Florida and all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector, and other proper officers of governmental agencies having jurisdiction, at the sole cost and expense of the Tenant while in use by the Tenant. Landlord shall provide typical janitorial service, at Landlord's sole cost and expense, on a nightly basis, or as otherwise deemed appropriate by Landlord. Tenant shall permit no waste, damage or injury to the Premises or the Clinical Office Space, including all fixtures, furnishings, and equipment located therein, and, at the expiration of the tenancy hereby created, shall promptly surrender the Premises and Clinical Office Space in as good condition as it is now, reasonable wear and tear or acts of God excepted. In no event shall Tenant be responsible for repairs and expenses which constitute capital expenditures.

6. Equipment, Supplies and Utilities: Tenant shall provide certain medical and office equipment and supplies, as it deems appropriate, for the efficient use and operation of the Clinical Office Space as a health care office during the term of this Agreement. Landlord may consult with Tenant regarding medical and office equipment and supplies for the Clinical Office Space, but Tenant shall have ultimate approval and authority on the purchase of the subject equipment and supplies. Tenant shall also arrange for appropriate biohazard waste disposal. Landlord agrees to reimburse Tenant for equipment, supplies and biohazard waste removal. Such reimbursement shall be equal to the actual cost incurred by Tenant. Tenant shall supply Landlord with appropriate documentation of all

expenses. Additionally, Landlord, at its own cost and expense, shall also provide all necessary utilities for the efficient operation of the Premises and the Clinical Office Space.

7. No Required Referrals: The parties agree that no part of this Agreement shall be or is intended or may be construed to offer any compensation or remuneration to induce or encourage the referral of patients or the purchase of health care services or supplies. The parties acknowledge that there is no requirement under this Agreement or any other agreement between the parties whether oral or written, that any party refer any patients to any health care provider or purchase any health care goods or services from any source. Additionally, no payment under this Agreement is in return for the referral of patients, or in return for purchasing, leasing, or ordering services from either party to the other party. The parties may refer patients to any entity or person providing services, including the other party, and shall make such referrals consistent with professional medical judgment and the needs and wishes of the relevant patients.

8. Alterations and Signage: Tenant shall not make any structural changes, renovations or remodeling in the Premises without the prior written consent of the Landlord; and any such changes, renovations or remodeling so made shall be done in compliance with all laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, and in such a manner as will not weaken the strength of the building or decrease its value. The Tenant shall be permitted to place Tenant's signage on the entrance to the Premises and the Clinical Office Space, subject to Landlord's sole review and approval.

9. Insurance:

Commercial Insurance. Tenant shall maintain commercial general liability insurance during the term of the Agreement, with coverage in amounts not less than ONE MILLION DOLLARS (\$1,000,000) for each occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate; and professional liability insurance in amounts not less than ONE MILLION DOLLARS (\$1,000,000) for each occurrence and not less than FIVE MILLION DOLLARS (\$5,000,000) in the aggregate. Tenant shall also carry workers' compensation insurance for its employees in accordance with Florida law. All commercial insurance shall name Landlord and its respective agents and employees as additional insureds, and such insurance shall not be changed or canceled without at least thirty (30) days' prior written notice to Landlord and Lessee (unless such cancellation is due to nonpayment of premiums, in which event ten (10) days' prior written notice shall be provided).

10. Indemnity: Tenant will indemnify and hold harmless Landlord from any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury and/or damages to property arising from and out of any occurrence in, upon or at the Premises, occasioned wholly or in part by any negligence, act or omission of Tenant, its agents, contacts, employees and invites. If Landlord shall without fault on its part, be made party to a litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Landlord in connection with any litigation.

11. Confidentiality: In furtherance of this Agreement, each party may require access to the other party's or its affiliate's records and information during the Term of this Agreement including, without limitation, this Agreement. All confidential and proprietary information (the "Confidential Information") made available or exchanged under this Agreement in furtherance of this Agreement or in the performance of the services required under this Agreement shall at all times remain the sole property of the party providing such Confidential Information. Each Party shall take all reasonable precautions to maintain the confidentiality of any Confidential Information disclosed, supplied, discovered or made available by the parties, their affiliates or their authorized representatives in connection with this Agreement, and each party shall use such Confidential Information only to the extent required to perform its duties and obligations under this Agreement. Each party agrees not to disclose such Confidential Information to anyone other than those individuals directly involved in this Agreement, including their directors, officers, physicians, staff, employees, agents, attorneys, consultants and accountants, who are bound by confidentiality obligations at least as strict as those in this Agreement.

12. Representations and Warranties. Tenant hereby represents to Landlord as of the Commencement Date and warrants to Landlord for the Term that:

1. Tenant's Board has expressly authorized and approved the execution and performance of this Agreement.

2. The health care services to be furnished by Tenant are within Tenant's scope of Tenant's section 330 grant ("Scope of Project").

3. The terms of this Agreement comply with Tenant's compliance obligations and do not conflict with the terms of any of Tenant's existing federal or state grant awards, Scope of Project limitation mandated by the Department of Health and Human Services, or Tenant's obligations under 26 USC § 501(c)(3), and, to the best of Tenant's knowledge, will not hinder the likelihood of the renewal of such grant awards. Tenant will promptly notify Landlord of any potential conflict of which Tenant becomes aware.

4. Tenant has documented its reasonable expectation that this Agreement will contribute meaningfully to Tenant's ability to maintain or increase the availability, or enhance the quality, of services provided to the medically underserved population as defined in 42 C.F.R. § 51c.102(e) ("medically underserved population") served by Tenant.

5. Within thirty (30) calendar days prior to each July 1 during the Term, Tenant will reevaluate whether the use of space provided under the Agreement continues to meaningfully support Tenant's ability to serve medically underserved populations and will so advise Landlord.

6. Tenant has not, is not and will not at any time during the Term, directly (or to Tenant's knowledge, indirectly) be a party to or enter into any arrangement with any

physician pursuant to which the physician receives compensation that varies with, or otherwise takes into account, the volume or value of referrals or other business generated by the physician for customers or any of its affiliates, regardless of whether said compensation otherwise satisfies the special rules set forth in 42 C.F.R. § 411.354(d)(2) or (d)(3).

7. The use of space provided in this Agreement relates directly to health care services to be provided by Tenant as part of Tenant's Scope of Project.

8. The use of space provided in this Agreement is not conditioned upon the volume or value of federal healthcare business generated between the parties.

9. Landlord does not require Tenant (or its affiliated health care professionals) to refer patients to a particular individual or entity or restrict Tenant (or its affiliate health care professionals) from referring patients to any individual or entity. Where Tenant has multiple individuals or entities willing to offer comparable remuneration, Tenant must employ a reasonable methodology to determine which individuals or entities to select and must document its determination.

10. Landlord does not restrict Tenant's ability to enter into agreements with other providers or suppliers of comparable goods, items, or services, or with other lenders or donors.

11. Tenant provides effective notification to patients of their freedom to choose any willing provider or supplier. In addition, Tenant discloses the existence and nature of this Agreement to any patient who inquires. Tenant provides such notification or disclosure in a timely fashion and in a manner reasonably calculated to be effective and understood by the patient.

12. Tenant is receiving grant funding under Public Health Service Act Section 330, 42 U.S.C. § 254b(e).

Exhibit 1
Clinical Office Space Diagram

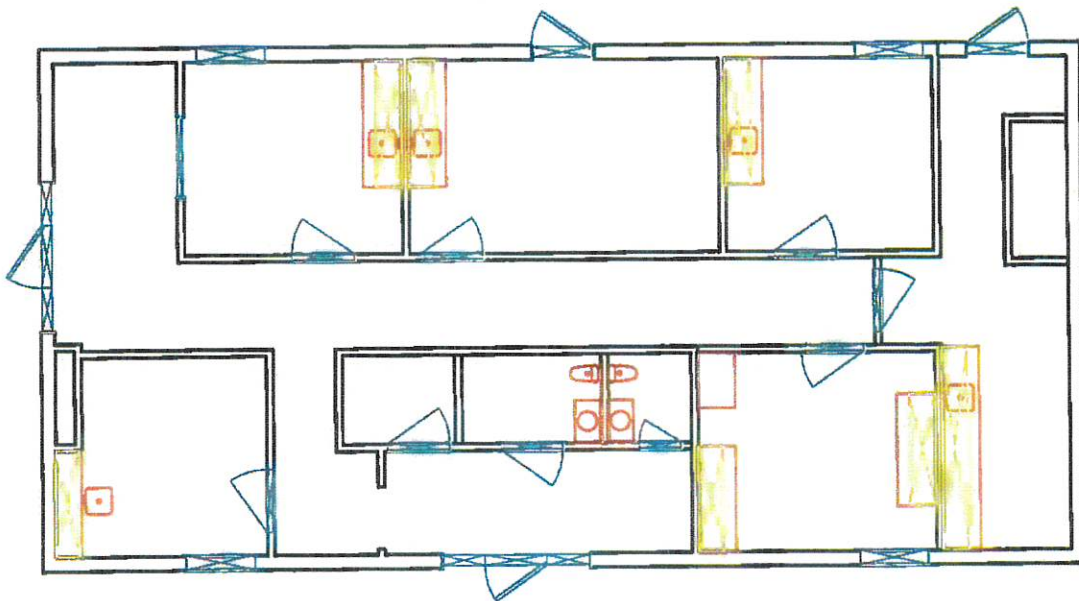


EXHIBIT C
COMPENSATION

PMG will be compensated for a Physician Assistant or an Advanced Registered Nurse Practitioner, three – eight hour days per week at a rate of \$7,500 per month, with a 5% increase annually.

PMG will be compensated for a Clinical Support personnel, three – eight hour days per week at a rate of \$2,800 per month, with a 5% increase annually.

PMG will be compensated for access to telehealth appointments during normal PMG office hours at a rate of \$50 per visit effective July 1, 2023.

PMG will be reimbursed for all equipment and supplies purchased within 10 days of invoicing.

PMG will be reimbursed for labs drawn within 10 days of invoicing.

PMG will be compensated for oversight of this program (to include Malpractice insurance, Physician Oversight, Credentialing, Use of PMG's E.H.R. system, etc.) at a rate of \$1,000 per month, with a 5% increase annually.