

HOME CARE SERVICES AGREEMENT

(Ancillary Services)

This Home Care Services Agreement (“Agreement”) is by and between LeSueur County Public Health (“HHA”), and Aegis Therapies, Inc. (“Contractor”). Any notices or other communications required or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

1. Term. This Agreement shall commence on October 24, 2019 and shall expire on October 23, 2020 unless earlier terminated as provided in this Agreement. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current term. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement

2. Services and Compensation. Contractor shall provide the services to HHA and its patients (the “Services”), and shall receive compensation for those Services, as set forth on Exhibits A and C attached hereto and incorporated herein by reference.

3. Payment. In the event HHA is required by the compensation provisions set forth in Exhibits A and C to pay Contractor directly for the Services, HHA shall pay Contractor within thirty (30) days of receipt by HHA of Contractor’s accurate and complete invoice containing all documentation required by HHA, including a line item list of all Services provided by Contractor for each patient, HCPCS or other applicable coding, Service date(s), quantities and charges. Late payments shall accrue interest on the outstanding balance of one and one-half percent (1 ½%) per month, or the maximum rate allowed by law, whichever is lower.

Either party may request, upon written notice, the rates and/or terms under this Agreement be renegotiated, if, at any time, there is a change in the state and/or federal laws, regulations, or interpretations thereof, which materially alter the consideration and/or benefits to the Parties when this Agreement became effective.

4. Termination. Either party may at any time terminate this Agreement, with or without cause, upon sixty (60) days advance written notice to the other party.

a. *Breach.* Nonpayment of any amount owed to Contractor constitutes a material breach.

b. *Material Change.* To the extent that a material changes in laws, regulations, or the method or amount of reimbursement requires the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within thirty (30) days, either party may, at its option, immediately terminate this Agreement.

c. *Immediate Termination.* Notwithstanding Section 4(a) above, Contractor may immediately terminate this Agreement upon the occurrence of any of the following events: (i) the imposition of any sanction against HHA under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to HHA’s participation in the Medicare or state Medicaid programs; (ii) appointment of a receiver for HHA’s assets, an assignment by HHA for the benefit of its creditors or any relief taken or suffered by HHA under any bankruptcy or insolvency act; (iii) a determination that any representations made by HHA in this Agreement are false; or (iv) the failure of HHA to pay compensation as provided for herein.

d. *Automatic Termination.* This Agreement shall automatically terminate in the event either party is excluded from participation in any federally funded health care program, including Medicare or Medicaid, as of the effective date of such exclusion.

e. *Termination Due to Consideration.* Contractor may request, upon written notice, that the rates and/or terms under this Agreement be renegotiated in good faith, subject to each party’s approval, if the staffing requests of the HHA or the staffing availabilities of Contractor cause the costs of providing the Services to HHA decrease the

Consideration (defined below) Contractor receives under this Agreement by 10% or more. If the parties cannot agree on new rates after 30 days following Contractor's request, Contractor may terminate this Agreement by delivering thirty (30) days prior written notice to HHA. Consideration shall be defined as the return on investment made by Contractor, which shall be calculated by Contractor in its sole discretion as follows: rate paid to Contractor less Contractor costs and expenses to supply. If Consideration drops 10%, this provision may be triggered.

5. General Terms and Conditions. The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as though fully set forth herein. HHA and Contractor shall comply with the General Terms and Conditions as part of this Agreement.

6. Entire Agreement. This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have entered into this Agreement as of the 24 day of October 2019.

HHA:
LeSueur County Public Health

CONTRACTOR:
Aegis Therapies, Inc.

By: _____
Cindy Shaughnessy, Director

By: _____
Micheal McOlivin, VP of Finance

Address for Notices:
LeSueur County Public Health
88 South Park Ave
LeCenter, MN 56507
Attn: Cindy Shaughnessy

Address for Notices:
Aegis Therapies, Inc.
1000 Fianna Way, Mail Drop 2761
Fort Smith, AR 72919
Attn: Legal Analyst
Facsimile: 479-431-4756