

Memorandum of Understanding

This memorandum of understanding is dated August 5, 2024 and is entered into by and between CITY OF KILLEEN, with a mailing address of 100 College Street, Killeen, TX 76541, and FREEDOM URGENT CARE, with a mailing address of 300 W Central Texas Expressway, Ste 115, Harker Heights, TX 76548.

Services

Whereas the CITY OF KILLEEN has engaged FREEDOM URGENT CARE to provide medical Services in connection with the business of FREEDOM URGENT CARE, more specifically set forth in **Exhibit A**, and such other Services as CITY OF KILLEEN and FREEDOM URGENT CARE deem appropriate from time to time, and agree to in writing (collectively, the "Services").

Understanding

FREEDOM URGENT CARE is not an employee, partner, or co-venturer of, or in any other service relationship with the CITY OF KILLEEN. The manner in which the medical Services are rendered shall be within FREEDOM URGENT CARE sole control and discretion. FREEDOM URGENT CARE is not authorized to speak for, represent, or obligate the CITY OF KILLEEN in any manner without prior authorization from the CITY OF KILLEEN. In no way does this agreement restrict either party from participating in similar agreements with other public or private agencies, organizations or individuals.

Standard of Conduct

In rendering the medical Services under this Agreement, FREEDOM URGENT CARE shall conform to high professional standards of work, business and medical ethics.

Assistants

FREEDOM URGENT CARE may, employ or engage the provision of medical services of such employees or subcontractors as FREEDOM URGENT CARE deems necessary to perform the medical Services required by this Agreement (the "Assistants").

Reports

Upon completion of medical services, FREEDOM URGENT CARE shall provide the CITY OF KILLEEN with individual and/or group reports of medical Services, observations and conclusions regarding the medical Services provided by FREEDOM URGENT CARE, when applicable.

Compensation Schedule

The CITY OF KILLEEN shall pay for the medical Services rendered under this Agreement as set forth in **Exhibit B**.

Invoices

FREEDOM URGENT CARE shall provide the CITY OF KILLEEN monthly invoices, unless medical Service provided is a workers' compensation service, in which it shall then be billed appropriately to the name insurance provided at onset of the office visit. The CITY OF KILLEEN

shall pay FREEDOM URGENT CARE within thirty (30) days of receipt of an invoice from FREEDOM URGENT CARE.

Term

This Agreement shall be effective as of August 5, 2024 and shall continue until August 5, 2027, that is thirty-six (36) months.

Automatic Renewal. This Agreement shall be automatically extended for an unlimited number of one-year periods, that is twelve (12) months, unless on or before August 5, 2027 (for the initial term), or sixty (60) days before the expiration of any extended term, either Party provides to the other written notice of its desire not to automatically renew this Agreement.

The CITY OF KILLEEN and FREEDOM URGENT CARE may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

FREEDOM URGENT CARE is an at-will provider and, as such, either party may terminate this Agreement in accordance with section below named Termination.

Termination

Either party may terminate this Agreement without cause by providing sixty (60) days' advance written notice in which case this Agreement shall terminate sixty (60) days after receipt of said notice. In the case of termination by the CITY OF KILLEEN, all outstanding invoices shall be paid in full, or shall make arrangements to close open invoices, to include, but not limited to, specific unused vaccines ordered for the CITY OF KILLEEN, if such order exists.

Confidentiality

In order for FREEDOM URGENT CARE to perform medical Services, it may be necessary for the CITY OF KILLEEN to provide FREEDOM URGENT CARE with Confidential Information (as defined below) regarding CITY OF KILLEEN business and employees. The CITY OF KILLEEN will rely heavily upon the integrity and prudent judgment of FREEDOM URGENT CARE to use this information only in the best interests of medical services provided.

Confidential Information

"Confidential Information" means information not generally known to FREEDOM URGENT CARE or to a third party for whom the FREEDOM URGENT CARE is contracting, including, without limitation, information concerning any employee health information, directly or indirectly useful in any aspect of the business of the FREEDOM URGENT CARE. All information which FREEDOM URGENT CARE acquires or becomes acquainted with during the period of this Agreement, shall be presumed to be Confidential Information.

In performing the medical Services under this Agreement, FREEDOM URGENT CARE may be exposed to and will be required to use certain Confidential Information. FREEDOM URGENT CARE agrees that FREEDOM URGENT CARE will not, and FREEDOM URGENT CARE employees, agents, or representatives will not (a) use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the CITY OF KILLEEN, or (b) disclose such Confidential Information without the written

authorization of the CITY OF KILLEEN, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

This Agreement shall not prohibit any disclosure that is required by law, as a part of a forensics test (drug screen) or court order, provided that (i) FREEDOM URGENT CARE has not intentionally taken actions to trigger such disclosure and, (ii) so long as not prohibited by any applicable law or regulation, CITY OF KILLEEN is given reasonable prior written notice and an opportunity to contest or minimize such disclosure.

FREEDOM URGENT CARE agrees that all Confidential Information in connection with the medical Services rendered under this Agreement, are and shall remain the property of FREEDOM URGENT CARE when required by law.

Dispute Resolution

Except to the extent prohibited by law, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be non-binding. This memorandum of understanding is not intended, and shall not be deemed, to create any binding obligation on the part of FREEDOM URGENT CARE, or any of its affiliates, to engage in any Services with the CITY OF KILLEEN.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws (and not the laws of conflicts) of the State of Texas. Any claim and/or cause of action between the parties shall only be initiated and maintained in the State of Texas.

Notice

All notices under this Agreement shall be provided in writing and shall be deemed to have been duly served if delivered in person or by mail to the address above or by electronic transmission if an email address is provided above.

Modification

This Agreement shall not be altered or amended except in writing, signed by both parties. This Agreement, together with all schedules and exhibits, sets forth the entire agreement and understanding between the parties as to the subject matter hereto and supersedes and takes precedence over any prior discussions and agreements between the parties pertaining to the subject matter hereof, whether written or oral.

Annual Supply Chain Cost Analysis

FREEDOM URGENT CARE performs internal annual supply chain cost analysis and intermittently applies inflationary adjustments based on cost of goods. FREEDOM URGENT CARE will inform the CITY OF KILLEEN of any projected increase due to increase of cost of goods.

Counterparts; Electronic Signature

This Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a party or their approved agent shall be considered valid representations of that party's signature.

Freedom Urgent Care

By: 
Name: Ann Marie McKenna
Title: Regional Operations
amckenna@freedomurgentcare.com

Date: 8/5/2024

City of Killeen

By: _____
Name: _____
Title: City Manager or delegated authority by City of Killeen


Date: _____

EXHIBIT A

Services and Fees

MEDICAL SERVICES PER SCHEDULE A (ATTACHED). MEDICAL SERVICES MAY BE AMENDED AT ANY TIME PER THE REQUEST OF THE CITY MANAGER OR DELEGATE.
See attachment with specific Service Exams and Fees.

Freedom Urgent Care

By: 
Name: Ann Marie McKenna
Title: Regional Operations
amckenna@freedomurgentcare.com

Date: 8/5/2024

City of Killeen

By: _____
Name: _____
Title: City Manager or delegated authority by City of Killeen
Date: _____

EXHIBIT B

Compensation Schedule

FREEDOM URGENT CARE shall invoice the CITY OF KILLEEN on a monthly basis, on average thirty (30) days, taking federal and state holidays into consideration when sending and receiving invoices and payments.

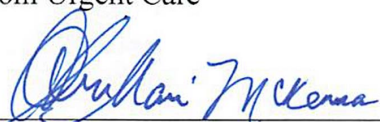
The CITY OF KILLEEN shall pay within 30 days of receipt of invoice.

All billing payments and inquires shall be sent to the following email address:

Shill2@phcurgentcare.com

Freedom Urgent Care

By: _____



Name: AnnMarie McKenna

Title: Regional Operations

amckenna@freedomurgentcare.com

Date: _____

8/5/2024

City of Killeen

By: _____

Name:

Title: City Manager or delegated authority by City of Killeen

Date: _____