

MEDICAL DIRECTOR AGREEMENT

This Agreement ("Agreement") is entered into as the date upon which it is executed below by all parties hereto (the "Effective Date"), said parties being Cambridge Security Services, Inc. ("Cambridge") and Hillel Harris, M.D. ("Physician").

WHEREAS, Cambridge is in the business of providing security services;

WHEREAS, certain of Cambridge's clients require Cambridge to contract with a Florida-licensed physician to serve as Medical Director providing medical supervision for the daily operations and training of Cambridge's emergency medical services; and

WHEREAS, Physician is duly licensed by, and in good standing with, the appropriate licensing agency for the State of Florida and qualified to render professional medical services as may be necessary and desirable in the performance of this Agreement, and more particularly, in emergency medicine; and

WHEREAS, Cambridge desires to engage Physician as an Independent Contractor to serve as Cambridge's Medical Director and to perform the services described herein and Physician desires to enter into this Agreement to serve as the Medical Director for Cambridge; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereby agree as follows:

Section 1. Retention of Physician; Conditions Precedent to Retention and Continued Retention.

(a) Retention of Physician. Cambridge agrees to retain and continue to retain Physician as Medical Director as of the Effective Date pursuant to the terms of this Agreement.

(b) Licensure; Registrations; Experience. At all times during which this Agreement is in effect, Physician shall have and maintain in good standing a currently valid and unrestricted license to practice medicine in the State of Florida and Physician certifies that as of the Effective Date of this Agreement, he has practiced Emergency medicine in the State of Florida for at least three years.

(c) Copy of Licensure. Upon execution of this Agreement by Physician and upon request by Cambridge from time to time, Physician shall provide Cambridge with a copy of Physician's licensure and registrations evidencing compliance with Section 1(b).

(d) Board Certifications. At all times during the term(s) of this Agreement, Physician shall be Board Certified in Emergency Medicine. Upon request, Physician shall provide Cambridge with a copy of Physician's board certification evidencing compliance with this Section 1(d).

(e) Medical Association Participation. At all times during the term(s) of this Agreement, Physician shall actively participate in the Palm Beach County Medical Directors Association. Upon request, Physician shall provide Cambridge with documentation evidencing compliance with this Section 1(e).

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Section 2. Responsibilities of Physician.

(a) Services. Physician shall be available to serve as Cambridge's Medical Director and to provide the services mutually agreed upon by the parties (collectively, the "Services").

(b) Standards. Physician shall provide the Services and conduct activities in accordance with (i) the then currently accepted methods and practices (including codes of ethics) of the American Medical Association and the appropriate state licensing authority for physicians; (ii) any applicable Cambridge bylaws, policies and procedures as provided or made available to Physician in writing.

(c) Availability and Location. Cambridge and Physician shall agree upon the dates and times at which Physician shall perform the Services hereunder, which the parties acknowledge and agree shall be sufficient to satisfy Cambridge's obligations to its clients and customers.

Section 3. Nature of Relationship.

(a) Capacity/Independent Contractor. Physician, in its relation to Cambridge, shall at all times be an independent contractor, and neither Physician, nor any of his employees, agents or assistants shall, under any circumstances, be deemed to be the employees or agents of Cambridge. The parties acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

(b) Non-Exclusivity. Physician shall be free to operate its business as it deems appropriate and may provide services to the general public provided the provision of such services do not interfere with Physician's obligations under this Agreement. Nothing in this Agreement shall prohibit Physician from entering into relationships with other entities, including hospitals, medical practices or associations, or health care groups, provided such relationships do not interfere with Physician's obligations under this Agreement.

Section 4. Responsibilities of Cambridge.

(a) Means of Providing Services. Physician shall be responsible for providing any and all facilities, equipment and supplies necessary to perform the services under this Agreement.

(b) Personnel. Physician shall employ, terminate and reinstate, as it deems appropriate, such non-medical personnel as it deems necessary to perform the services under this Agreement.

Section 5. Physician's Fee.

(a) Annual Fee for Physician's Services. For Physician's provision of the Services described herein, Cambridge shall pay Physician \$10,000.00 annually. This payment shall be paid in monthly installments, each installment being due within ten (10) days of Cambridge's receipt of Physician's invoice for services rendered in the preceding month.

(b) Ineligibility for Employment or Other Benefits. The parties acknowledge that Physician shall not be eligible for sick leave, vacation pay, health benefits, retirement benefits or other employee benefits provided to Cambridge employees. Cambridge is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment tax, unemployment compensation, workers' compensation, or insurance premiums on Physician's behalf.

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Section 6. Insurance.

(a) Coverage: Cambridge shall provide Paramedic and Medical Director Insurance covering the Services to be provided under this Agreement in the minimum amounts of \$1,000,000 per occurrence and \$5,000,000 annual aggregate.

(b) Additional Insured; Proof of Insurance. With respect to the insurance coverages set forth in Section 6(a) of this Agreement, Cambridge shall name Physician as an additional insured by endorsement under its insurance policy or policies. Cambridge shall provide Physician with proof it is maintaining the insurance coverages required under this Agreement within three (3) days of his request for same.

Section 7. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods, each such period constituting a "Renewal Term." Notwithstanding the preceding sentence, this Agreement shall not renew if either party first delivers notice to the other party of its intent to not renew this Agreement at least thirty (30) days prior to the beginning of any Renewal Term.

(b) Termination. Notwithstanding the provisions of Section 7(a) hereof, this Agreement may be terminated as follows:

(1) Termination on Notice for Default. In the event either party shall give notice to the other of a substantial default in the performance of any obligations under this Agreement and the default is not cured within ten (10) days following the receipt of such notice, this Agreement may be terminated by the party giving notice. Cure shall include absolute cure where possible (such as in the case of a payment obligation) or, if absolute cure is not reasonably possible, then cure shall include ongoing diligent good faith efforts intended to lead to absolute cure.

(2) Termination Due to Change in Law. In the event that any law or regulation enacted, promulgated or amended after the date of this Agreement or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the date of this Agreement (collectively "Change in Law") materially affects or impacts upon the reasonable expectations of either party under this Agreement, renders any provision of this Agreement illegal or unenforceable, or materially affects the ability of either party to perform its obligations under this Agreement, then either party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. Both parties shall negotiate in good faith an amendment to this Agreement that preserves the original reasonable expectations of the parties to the extent possible in a manner consistent with the Change in Law. If no such Amendment is agreed upon within thirty (30) days of receipt of such notice, then Cambridge or Physician may terminate this Agreement upon an additional thirty (30) days written notice.

(3) Termination Without Cause. Commencing upon the expiration of the Initial Term, either party may terminate this Agreement without cause upon thirty (30) days prior written notice.

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(4) Termination Upon Notice. This Agreement may be terminated at any time for cause, which shall include, but not be limited to, Physician's death, disability and/or inability to substantially perform his duties under this Agreement for thirty (30) days, or material breach of any of the provisions of this Agreement. Periods of disability for purposes of this Section shall be counted as successive if Physician has not returned to work for at least ten (10) consecutive days between each such period of disability. Physician acknowledges that Cambridge also shall be entitled to terminate this Agreement immediately if any of the following events occur:

(a) The withdrawal, suspension, revocation or limitation of Physician's license to practice medicine in the State of Florida or any other jurisdiction;

(b) Physician's refusal to actively participate in the Palm Beach County Medical Directors Association;

(c) Sanctions are imposed against Physician for significant professional misconduct by any certifying board having jurisdiction;

(d) Physician's conviction by any court having jurisdiction of any felony or of any misdemeanor crime or moral turpitude; or

(e) Physician's ineligibility for medical malpractice insurance coverage.

(5) Effects of Termination. Upon termination of this Agreement, neither party shall have any further obligations hereunder, except for (i) obligations accruing prior to the date of termination; and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term(s) or termination of this Agreement.

Section 8. Privacy of Information.

(a) Without limiting the generality of any other provision contained in this Agreement, Physician covenants and agrees to comply in all respects with the Health Insurance Portability and Accountability Act ("HIPAA") and any corresponding Florida state statute, and any regulations promulgated now or in the future thereunder, and to amend this Agreement as may be required to comply with HIPAA or any corresponding Florida state statute, and all other federal and state laws governing patient privacy.

Section 9. Miscellaneous.

(a) Entire Agreement. This Agreement supersedes all previous agreements between the parties relating to the subject matter of this Agreement and constitutes the entire understanding between the parties relating to the subject matter of this Agreement, and no amendments or variation thereto shall be valid unless evidenced by a writing signed by both parties.

(b) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of laws provisions thereof.

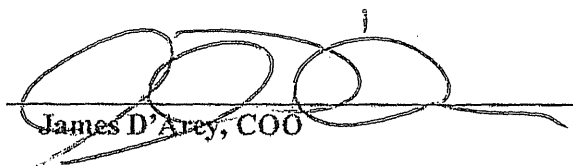
(c) Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such enforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

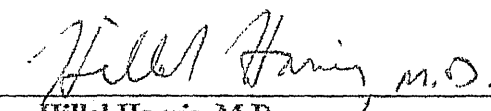
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

FOR CAMBRIDGE SECURITY SERVICES, INC.

By:  5.23.18
James D'Arcy, COO

By: 
Hillel Harris, M.D.

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