



PRUITTHEALTH STANDARD TERMS AND CONDITIONS

By submission to the supplier portal, Provider agrees to abide by all terms and conditions.

DUTIES AND RESPONSIBILITIES OF PROVIDER

Insurance:

Provider shall maintain at its sole cost and in an amount that is commensurate with the State tort reform minimum coverage limits in the state in which the services are provided and/or received, a Provider is required to maintain comprehensive general liability insurance in an amount not less than \$1,000,000 in the aggregate and \$3,000,000 in total expense, professional liability insurance, including coverage for any acts of professional malpractice, covering Provider, its directors, officers, employees, volunteers or agents and shall name Facility as an additional insured party. At the request of Facility, Provider shall furnish to Facility satisfactory evidence of its liability insurance coverage and shall notify Facility thirty (30) days prior to any material change in or termination of insurance coverage.

Indemnification:

Provider shall indemnify and hold harmless Facility, its officers, agents, servants and employees from and against any and all lawsuits, claims, causes of action, actions, liability and judgments for injury or damages (including, but not limited to, expenses for reasonable attorneys' fees and disbursements and liabilities assumed by the other party in connection therewith) to persons or property, in any way arising out of or through the negligence, or intentional acts or omissions of Provider, its officers, agents, servants and employees, except to the extent caused by the negligence, intentional actions or omissions of Facility, its officers, agents, servants or employees. Provider shall give Facility immediate written notice of any lawsuit, claim, cause of action, action, liability and judgment which may be subject to this provision. This provision shall survive termination of this Agreement.

Provider shall notify Facility of knowledge of any occurrence which may result in an adverse claim of any nature whatsoever and shall cooperate with Facility in the event any claim is filed with respect to products or services rendered by Provider pursuant to this Agreement.

Billing and Payment:

Provider shall submit bills for payment within thirty (30) days after delivery of the goods or the completion of services. All bills from Provider will be considered final unless adjustments are requested in writing by Provider or Facility within thirty (30) days after receipt of payment. Without limiting the foregoing, in the event a bill is not received within ninety (90) days following the delivery of goods or services, Facility reserves the right to refuse payment to the extent permitted by applicable laws. Unless otherwise agreed upon, Provider agrees to utilize Facility's electronic invoice submission tool for all invoices.

Confidentiality:

"Confidential Information" as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and/or its customers and/or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans.

Each party acknowledges that in the performance of any services it may be supplied with Confidential Information of the other party. Each party shall treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own most Confidential Information, but in no event less than a reasonable degree of care. Except with specific prior written authorization, each party shall not use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the services. Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees who need to know such information, provided that such employees are bound by terms and conditions protecting such Confidential Information substantially similar to those of this Agreement.

Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law. Accordingly, either party may obtain injunctive relief against the breach or threatened breach of any of the foregoing undertakings in addition to any other legal remedies that may be available, and each party hereby consents to the obtaining of such injunctive relief.

The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party; (b) is in the public domain or generally distributed or made available to others by the disclosing party following the date of its disclosure by the disclosing party without restriction as to use or disclosure; (c) lawfully becomes known or available to the receiving party from third parties who are not under a similar agreement directly or indirectly with the disclosing party regarding disclosure; (d) independently developed by the receiving party as evidenced by its written records, or (e) is required to be disclosed to enforce the terms of this Agreement or by applicable law, provided the receiving party shall notify the disclosing party as soon as reasonably possible prior to such disclosure to afford the disclosing party an opportunity to object or to seek a protective order.

Warranty:

During the term of this Agreement, Provider warrants that any product or service rendered by Provider during such time shall be of workmanlike and professional quality, performed with the care and skill ordinarily used by other members of Provider's profession practicing under similar conditions, and the services delivered hereunder shall conform to the agreed specifications. In the event Facility identifies non-conformity with the delivery of products or performance of the services within ten (10) days of the completion of such services or product delivery, Provider shall, at no additional charge, take reasonable commercial efforts to correct such nonconformity.

Limitation of Liability:

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NEITHER OF THE PARTIES HERETO shall be liable to THE OTHER PARTY for any consequential, indirect or Special damages, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR DATA with respect to any claims regarding the GOODS AND/or services to be provided hereunder even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

Status of Parties:

Provider and Facility are and will always act as independent contractors.

Miscellaneous:

Provider shall follow the Facility's Code of Conduct (attached hereto) which indicates criteria set forth in the compliance plans established by the Office of Inspector General of the United States Department of Health and Human Services. Provider shall ensure compliance with the applicable state and federal rules and regulations and shall abide by the same legal and ethical guidance as is described in the Code of Conduct. This includes conducting Criminal Background and Exclusion Sanction Checks on all applicable employees and not permitting those employees with positive Criminal Background and Exclusion Sanction Checks to provide service to the patient/Facility/location/entity.

Unless exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on

their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable, the contractor and subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

COMPLIANCE WITH PRUITTHEALTH'S CODE OF CONDUCT

Supplier/Service Provider/Provider agrees at all times to provide services to and conduct all business with PruittHealth and any of its affiliates in compliance with PruittHealth's Code of Conduct.

The Prevention of Fraud, Waste, and Abuse. Supplier/Service Providers/Providers will comply with all federal and state laws that prohibit healthcare entities and their Supplier/Service Providers/Providers from knowingly submitting false claims for payment to government payers. Supplier/Service Providers will comply with federal and state laws that prohibit offering, soliciting, paying, or receiving any form of gift, payment, or remuneration (i.e., the transfer of anything of value, whether direct or indirect, in cash or in kind) for the purpose of inducing or rewarding the referral of patients for items or services reimbursable by government payers.

Gifts and Entertainment. Supplier/Service Providers/Providers agree to avoid situations that create the appearance of an improper influence – such as offering or accepting inducements in the form of gifts or entertainment – that could affect a policy, decision, or action of PruittHealth or its affiliates. Supplier/Service Providers will not offer, give, solicit, or receive any gifts related to the referral of any government healthcare program business if the value of such gift is greater than a nominal amount or is intended, or could be intended, to influence the referral of patients or other business that may be reimbursed by government healthcare programs.

Documentation and Records. Supplier/Service Providers/Providers agree that all documentation and records will be accurate and thorough. Documentation in our patients' clinical records will clearly and accurately paint the picture of the care that has been provided to them. PruittHealth has adopted, and our Supplier/Service Providers/Providers agree to implement and follow, a zero-tolerance policy for the falsification of any record, including without limitation, medical or clinical records, billing or financial records, payroll, contracts, expense reports, or receipts. Supplier/Service Providers/Providers will never share a unique password to any electronic system or use someone else's unique password to log-on to any electronic system. In addition, the use of signature stamps is strictly prohibited.

Privacy and Security of Patient Information. All patient information, including patient names, Social Security numbers, diagnoses, and treatment records, as well as any other data by which a patient could be identified, constitute "protected health information" or "PHI," as that term is defined by the Health Insurance Portability and Accountability Act or "HIPAA." Supplier/Service Providers/Providers agree to comply with all applicable HIPAA requirements related to the privacy and security of patient information.

OIG List of Excluded Individuals and Entities. Supplier/Service Providers/Providers agree not to employ or allow to work on any matters involving PruittHealth business any individual or entity that has been excluded from participation in government health programs by the Department of Health & Human Services Office of Inspector General.

Use of PruittHealth's Compliance Program. Supplier/Service Providers/Providers are responsible for reporting any activity that may violate applicable laws, regulations, or PruittHealth's Code of Conduct. Any concerns or suspicion that anything improper has occurred or may occur will immediately be brought to the attention of PruittHealth's Chief Compliance Officer, either directly (rgardner@pruitthealth.com, office: 678-533-6662) or through the Committed to Caring Hotline (1-800-222-0321). The Hotline is available 24 hours a day and serves as a resource to raise concerns and report suspected violations. Retribution against anyone who acts in good faith to report a real or potential violation of applicable law or this Code is strictly prohibited.