



INTEGRIS HEALTH, INC. STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS GOVERNING ALL CONTRACTS.

1. Access to Books and Records. Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records of Contractor that are necessary to certify the nature and extent of costs for the purpose of reimbursement to INTEGRIS. If Contractor enters into any subcontract with a related organization, Contractor shall require in such subcontract that the Subcontractor also agree to such requirements.

2. Regulatory Compliance. Contractor acknowledges (i) it is not now and has never been excluded from any federal healthcare program, including Medicare, Medicaid, TRICARE, CHAMPUS, maternal and child health block grants, social service grants and other state funded healthcare programs ("Program" or, the "Programs"); (ii) it is not owned or controlled by individuals who have been convicted, sanctioned and/or excluded from a Program; (iii) to the best of its knowledge, none of its employees, independent Subcontractors or agents, have been convicted of a criminal offense which would trigger exclusion from a Program; and (iv) to the best of its knowledge, none of its employees, independent Contractors or agents have been excluded from a Program. Contractor affirmatively agrees to immediately notify INTEGRIS if Contractor, its owners, controlling individuals or any of its employees, independent Contractors or agents are convicted or excluded by a Program. This Agreement is subject to immediate termination by INTEGRIS upon written notice should Contractor, its owner, controlling individuals or any employee, independent Contractor or agent be convicted, sanctioned or excluded by any Program during the term of this Agreement.

3. Equal Employment Opportunity. Contractor recognizes that INTEGRIS is a federal Contractor and an equal opportunity and affirmative action employer. As a Subcontractor for INTEGRIS, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, sexual orientation, gender identity, or protected veteran status and that it will implement the equal employment opportunity provisions of federal law as more fully set out in Executive Order 11246, as amended, and its attendant regulations, in particular 41 C.F.R. §§ 60-1.4(a), 60-250.5(a), 60-741.5(a), and 60-300.5(a). Contractor also agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability, sexual orientation, gender identity, or protected veteran status and to implement the affirmative action provisions of federal law as more fully set out in Executive Order 11246, as amended, and its attendant regulations. **Contractor also agrees to comply with Executive Order 13496 and its attendant regulations, 29 C.F.R. Part 471, Appendix A to Subpart A. Contractor and INTEGRIS shall abide by the requirements of 41 CFR 60.300.5(a). The regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified protected veterans.** Contractor's noncompliance with the nondiscrimination clause may result in immediate termination of this Agreement. In such event, Contractor may reinstate this Agreement with INTEGRIS only upon demonstration of satisfactory proof of Contractor's compliance with these non-discrimination provisions.

4. Independent Contractor Status. It is mutually understood and agreed that Contractor and INTEGRIS are at all times acting and performing as independent Contractors. Contractor shall be solely responsible for the payment of unemployment compensation, workers' compensation and any income, occupational, F.I.C.A. or other taxes, assessments, interest or penalty of any kind whatsoever assessed by any governmental agency or entity which may pertain to any monies earned, collected, paid or charged by or to Contractor (or any of its employees or agents) pursuant to this Agreement, and Contractor shall defend, indemnify and hold INTEGRIS harmless with respect thereto. In addition, neither Contractor nor any of its employees or agents shall have any claim under this Agreement or otherwise against INTEGRIS,

its parent or any successor or assign for any employee benefits of any kind. No relationship, other than independent Contractor, is created between the parties. Neither party has any rights as agent, employee, joint venturer or partner in the business of the other.

5. Corporate Compliance. INTEGRIS maintains a voluntary corporate compliance program to detect and prevent illegal and unethical activities. Contractor confirms it has been informed of INTEGRIS' corporate compliance hotline (888-243-9597) for reporting suspected fraud, abuse or other illegal or unethical activities, and will assure that all employees or agents of Contractor who may perform any of the services or obligations under this Agreement are informed of the same and instructed to report accordingly. Section 6032 of the Deficit Reduction Act (DRA) requires INTEGRIS to educate its employees, Contractors, and agents about Federal and state fraud, false claims laws and the whistleblower protections available under those laws. Compliance with Section 6032 of the DRA is a condition of receiving Medicaid payments. INTEGRIS has developed a policy which describes the required provisions of State and Federal laws which prohibit filing false claims and making false statements, located on the INTEGRIS corporate website at: <http://integrisok.com/codeofconduct>.

6. No Current or Prior Conflict of Interest. Contractor represents they have no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform INTEGRIS in writing of such conflict. If, in the reasonable judgment of INTEGRIS, a conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then INTEGRIS may terminate this Agreement immediately upon written notice to Contractor; such termination of this Agreement shall be effective upon the receipt of such notice by Contractor.

7. Assignment. This Agreement may not be assigned, delegated or transferred by either party without the express written consent of the other and such transfer or assignment shall be void, except that INTEGRIS may assign this Agreement to any entity that it controls, is controlled by, or is under common control with, now or in the future, or any entity which succeeds to its business through a sale, merger or other corporate transaction. For purposes of the provision the term "control" (as used in the terms "control(s)," "controlled" and "under common control with") means either (i) holding 50% or more of the outstanding voting securities of an entity; (ii) having the contractual power presently to designate a majority of the directors of a corporation or, in the case of unincorporated entities, of individuals exercising similar functions; or (iii) in the case of an entity without outstanding voting securities, having the right to 50% or more of the profits of the entity or the right in the event of dissolution to 50% or more of the assets of the entity.

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters contained herein and supersedes all prior agreements and understandings. This Agreement shall not be waived or altered, in whole or in part, except in writing signed by the parties.

9. Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Oklahoma, without giving effect to its conflict of laws provisions. Oklahoma County, Oklahoma, shall be the sole and exclusive venue for any arbitration, litigation, special proceeding or other proceeding as between the parties that may be brought under, or arise out of, this Agreement.

10. Notice. All notices shall be deemed received on the day personally delivered, sent by facsimile with receipted delivery, or on the second day after mailing, certified or registered, return receipt requested, to the addresses reflected on the signature page, or to such other addresses as the parties shall respectively by notice designate.

11. Arbitration. Except as otherwise specifically indicated in this Agreement, any controversy or claim arising out of, or in connection with, this Agreement, or the breach or alleged breach thereof, shall be submitted to mandatory, binding

arbitration in accordance with the Rules of Procedure for Arbitration of the American Health Lawyers Association Alternative Dispute Resolution Service and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

12. Binding Effect. This Agreement is binding on the parties and, to the extent such assignment is permitted by this Agreement, their successors and assigns. There are no third party beneficiaries of this Agreement.

13. Waiver. The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement.

14. Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one Agreement. The parties hereby agree that this Agreement may be executed by electronic signature, which shall be binding between the parties as though handwritten. Electronic signature shall include either an electronic symbol adopted by a person with the intent to sign this Agreement or a photostatic copy of a handwritten signature.

15. Force Majeure. The parties to this Agreement shall be excused from performance of their obligations under this Agreement where they are prevented from so performing by wars, acts of enemies, strikes, fires, floods, acts of God or, without limiting the foregoing, by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent. All parties shall perform such parts or aspects of their obligations that are not interfered with by these causes.

16. Compliance with Laws and Regulations. Contractor agrees to comply with all applicable Federal, State, and Local laws, rules, regulations, and accreditation standards pertinent to this Agreement with INTEGRIS. Contractor further agrees to comply with INTEGRIS' rules and regulations pertinent to this Agreement as may be adopted and/or amended from time to time during the term of this Agreement, which rules and regulations may address administrative matters, quality assurance and utilization review, and other matters related to patient care at INTEGRIS. Any ambiguity in this Agreement shall be resolved to permit INTEGRIS to comply with all applicable Federal, State, and Local laws, rules, regulations, and accreditation standards pertinent to this Agreement, specifically including but not limited to HIPAA, the Security Rule, the Privacy Rule, and HITECH.

17. Change in Laws and/or Regulations. In the event any applicable federal, state or local laws or any regulation, order or policy issued under any such laws, is changed (or judicial interpretation thereof is developed or changed) in a way which will have a material adverse effect on the benefits anticipated by one or more parties to this Agreement, the adversely affected party shall notify the other party in writing of such change and the effect of the change. The parties shall enter into good faith negotiations to revise this Agreement to compensate for such change. If an agreement on a method for revising this Agreement is not reached within thirty (30) days of such written notice, the matter shall be submitted to a single arbitrator pursuant to the Rules of Procedure for Arbitration of the American Health Lawyers Association Alternative Dispute Resolution Service, who shall (i) structure an amendment to this Agreement which will leave the parties as nearly as possible in the same economic positions they would have been in under the original terms of this Agreement, had the change in the law, regulation, order or policy (or judicial interpretation thereof) not occurred; or (ii) if the arbitrator determines that the change is so fundamental that revision and continuation of this Agreement is not feasible, structure a termination of this Agreement that will return the parties as nearly as possible to the economic positions they would have been in had they not entered into this Agreement without altering in a material way the economic benefits realized during the period this Agreement was in effect.

18. Direct Access to INTEGRIS Systems. To the extent Contractor may be granted access to INTEGRIS systems pursuant to this Agreement, Contractor acknowledges and agrees, and will require any Subcontractor or agent involved in the direct access to acknowledge and agree, that (i) all information contained in the INTEGRIS information system is considered to be confidential data, including, but not limited to, patient, financial, proprietary, trade secret, intellectual property, and other business data; (ii) access and access methods to INTEGRIS information shall be held in confidence with agreement to exercise all necessary control over such information so as to avoid the possibility of disclosure or other misuses; (iii) information obtained through direct access will not be shared with any other individual or organization unless specifically authorized by this Agreement or in a separate writing by INTEGRIS; (iv) information will be used for the functions of the job for which access is authorized; (v) access to INTEGRIS information shall be strictly controlled to only those individuals with job function need-to-know basis; (vi) codes or passwords used to access INTEGRIS systems shall not be disclosed to individuals not included in this Agreement; and (vii) immediate notification will be provided to INTEGRIS of any compromise of a code or password or use by an unauthorized person.

19. Billing Information. INTEGRIS may provide the following methods of providing billing information to Contractor or its designed billing company to prepare billings for Contractor's Services: (i) through a standard INTEGRIS-developed demographic data file which shall contain pertinent patient demographic and insurance information; and (ii) through custom offering. Should Contractor or its designee request modifications from the standard file, INTEGRIS reserves the right to charge for development and programming time at a specified hourly rate in order to create the file. INTEGRIS shall not e-mail individually identified health information, also known as protected health information, to Contractor or its designee. INTEGRIS shall charge Contractor for reasonable copy expenses for copying any medical records requested by Contractor or its designee for coding and billing of services. Contractor and/or its designee must execute an appropriate HIPAA Business Associate Agreement with INTEGRIS prior to any release of protected health information.

20. Media Sanitization for Highly Sensitive Data. As applicable, to be determined by INTEGRIS, Contractor agrees to provide a Certificate of Data Sanitization which indicates all INTEGRIS data used or acquired by Contractor was destroyed in accordance with the [National Institute of Standards and Technology Special Publication 800-88 Revision 1: Guidelines for Media Sanitization](#), as revised and amended.

21. Notification and Documentation from Contractor Regarding Flaw Remediation. As applicable, to be determined by INTEGRIS, Contractor shall have and provide documentation of a written flaw remediation process. Contractor shall provide appropriate software updates and/or workarounds to mitigate all vulnerabilities associated with the flaw within a pre-negotiated period. After Contractor is made aware of or discovers any flaws, Contractor shall provide notification of such flaws affecting security of Contractor-supplied software within a Ninety (90) day period. Notification shall include, but is not limited to, detailed documentation describing the flaw with security impact, root cause, corrective actions, etc.

22. Problem Reporting. As applicable, to be determined by INTEGRIS, Contractor shall provide a process for users to submit problem reports and remediation requests to be included in the system security. The process shall include tracking history and corrective action status reporting. Contractor shall review and report their initial action plan within twenty-four (24) hours of submitting the problem reports. Contractor shall protect problem reports regarding security vulnerabilities from public disclosure and notify INTEGRIS of all problems and remediation steps, regardless of origin of discovery of the problem. Contractor shall inform INTEGRIS in writing of flaws within applications and operating systems in a timely fashion and provide corrective actions, fixes, or monitoring guidance for vulnerability exploits associated with the flaw. Contractor shall provide an auditable history of flaws including the remediation steps taken for each.

23. Telephone and Data Connections – No Dedicated Modem Line. Contractor agrees to comply with all INTEGRIS IT and IT Security requirements relevant to this Agreement. Contractor specifically acknowledges the prohibition of any external connection other than the INTEGRIS Health network. Contractor agrees not to connect or attempt to connect any dedicated modem lines.

24. Third-party Software. For all Agreements which include software, Contractor agrees to provide INTEGRIS with a written disclosure of all third-party products or intellectual property embedded in the deliverables, including any open source software. With respect to all third-party software or hardware integrated into the Products and Services provided by Contractor to INTEGRIS under this Agreement, Contractor shall pass through to INTEGRIS and End Users the rights Contractor obtains from the Contractors of such hardware and software (including warranty and indemnification rights), all to the extent such rights may be reasonably obtained from the corresponding third-party. In the event of a third-party software or hardware nonconformance under such pass through warranties, Contractor will coordinate with and be the point of contact for resolution of the problem through the applicable third-party and, upon becoming aware of a problem, will notify such third-party and use commercially reasonable efforts to cause such third-party to promptly repair or replace the nonconforming item in accordance with such third-party's corresponding warranty. Without diminishing its other obligations under this Agreement, if any warranties or indemnities may not be passed through, Contractor shall, upon the request of INTEGRIS, take commercially reasonable action to enforce (not to include any obligation to initiate litigation or formal dispute resolution) any applicable warranty or indemnity that is (i) reasonably relevant and applicable to the nonconforming hardware or software and (ii) enforceable by Contractor in its own name.

25. Software – breach and warranty. For all Agreements which include software, INTEGRIS and Contractor expressly agree that any partial or total failure of the software to meet or exceed INTEGRIS' final configuration requirements (including but not limited to scalability, response times, access, scripting, user interface integration, and expected system performance) shall constitute, on the one hand, a general breach of this Agreement and, on the other hand, a breach of the software warranty.

26. Registration with Facility. All Contractor personnel are required to register with the Integrated Support Services (ISS) Service Center at INTEGRIS Baptist Medical Center, the Materials Management Office at INTEGRIS Southwest Medical Center, the designated departmental registration areas for pharmacy and surgery, or the Administrative Offices at all other INTEGRIS facilities each time they visit an INTEGRIS Health facility and/or hospital department.

27. Investigational Devices. All Contractor personnel bringing an investigational device into an INTEGRIS Health facility and/or hospital department must notify the designated department representative of the investigational device and its intended use.

28. Alcoholic Beverages, Drugs, and Other Harmful Paraphernalia. INTEGRIS by policy is opposed to use of any substance which causes loss of bodily control, mental or physical, for any reason unless in a controlled environment and prescribed by a physician (i.e. inpatient or outpatient of INTEGRIS). Any person found to be using alcoholic beverages, illegal drugs or any other substance deemed harmful by INTEGRIS officials will be turned over to the proper law enforcement authorities and banned from INTEGRIS properties. This is a "no tolerance" offense.

29. Smoking and Tobacco Products. INTEGRIS by policy is completely tobacco-free. The use of tobacco products, including smoking and chewing is not allowed on INTEGRIS property. Contractor personnel are also requested not to utilize adjoining and nearby properties, public or private, for such activities. Contractor agrees that INTEGRIS officials may remove from INTEGRIS property any non-complying Contractor personnel.

30. Conduct and Behavior. Contractor personnel are expected to behave in a professional manner and are prohibited from exhibiting any obscene or otherwise objectionable or offensive behavior, language, body action, etc., as defined by INTEGRIS. Fighting and/or horseplay are not condoned on any INTEGRIS property. These are "no tolerance" offenses. Contractor personnel should always be respectful of their environment and others, especially in patient care areas. Hallway conversations, phone and radio communications in patient care areas should be kept to a minimum and low in volume to avoid disturbing patients and visitors.

31. Dress Code and Personal Appearance. Contractor personnel are expected to dress in a professional and non-offensive manner while working on INTEGRIS property. All Contractor personnel are expected to wear as a minimum standard the following: 1) long pants that are not tattered, torn, or unsightly; 2) shirts with sleeves; 3) substantial shoes covering the entire foot; and 4) proper personal protective equipment (PPE) as required. Clothing should not have markings, symbols, or writing that is obscene, offensive or otherwise objectionable. Contractor personnel are also expected to maintain their appearance in a professional and non-offensive manner by maintaining proper personal hygiene and limiting the exposure of tattoos and body piercings. Contractor agrees that INTEGRIS officials may remove from INTEGRIS property any non-complying Contractor personnel.

32. Contractor Personnel Information. Contractor shall maintain and keep current information on Contractor personnel working on INTEGRIS Property. Contractor agrees it will maintain such Contractor personnel documentation in a manner and form that is accessible, in a timely fashion, should it be requested by INTEGRIS or during a Joint Commission survey or other governmental, regulatory, or accrediting agency audit. INTEGRIS reserves the right to randomly check the criminal background of any Contractor personnel working on INTEGRIS property, using methods that comply with the Fair Credit Reporting Act. Any Contractor personnel found to have a criminal history which warrants concern will be requested to leave INTEGRIS property. Contractor agrees that the failure or refusal of Contractor to remove Contractor personnel pursuant to a lawful request of INTEGRIS shall be grounds for immediate termination of this Agreement. Contractor shall be responsible for obtaining valid authorizations from its personnel to conduct such background checks and shall provide INTEGRIS with copies of such authorizations as requested. To the extent Contractor may do so in compliance with law and for a lawful reason, Contractor agrees to remove any personnel at the request of INTEGRIS, and agrees failure to do so constitutes an immediate breach of this Agreement.

33. No Sex or Violent Crime Offenders. Contractor certifies it is in compliance with the provisions of [Oklahoma Statutes Title 57, § 589](#), as amended, and agrees it will not assign or allow any employee, independent Contractor, or agent to provide services on INTEGRIS premises pursuant to this Agreement if such individual is required to register pursuant to the [Oklahoma Sex Offenders Registration Act](#), 57 O.S. § 581, *et seq.*, or the [Mary Rippy Violent Crime Offenders Registration Act](#), 57 O.S. § 591, *et seq.*

34. Product Safety Notices. Contractor shall send all product recalls, product safety alerts and product safety notices to the address below the INTEGRIS signature block of the Addendum and to: INTEGRIS Health, System Risk Management Offices, Dept. 001-7435, 3300 NW Expressway, Building A, Suite 108, Oklahoma City, Oklahoma 73112.

35. Right to Audit. INTEGRIS shall have the right to audit the books and records of Contractor relating to this Agreement during normal business hours, and upon reasonable notice.

36. Insurance. Upon request, Contractor shall provide INTEGRIS a copy of any applicable certificate(s) of insurance prior to commencing work and shall not cancel any applicable insurance during the term of this Agreement without procuring like coverage.

37. Indemnification. Contractor agrees to defend, indemnify and hold INTEGRIS and its affiliates harmless for any occurrence, liability, judgment, claim, award, cost of defense (including attorneys' fees) expense or other responsibility or cost of any nature whatsoever arising out of (i) the failure of Contractor to provide the Services as required under this Agreement; or (ii) arising (or previously having arisen) derivatively out of any intentional act, negligence, or other act or omission of Contractor in connection with the provision of Services hereunder.

38. Amendments. Except as otherwise provided in this Agreement, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties.

39. Survival. Notwithstanding any provisions of this Agreement to the contrary, the provisions on indemnity, governing law and venue, non-disclosure, arbitration, confidentiality, ownership of confidential information, access to books and records, notices, binding effect and survival shall survive the termination of this Agreement as well as any other provision, the survival of which is necessary to carry out the parties' intentions.