Anne Arundel Health System, Inc. is a not-for-profit corporation with a primary mission of serving Annapolis and the surrounding communities by providing quality healthcare, ethically and with compassion. It does so through its affiliates: Anne Arundel Medical Center, Inc., Anne Arundel Health Care Enterprises, Inc., Anne Arundel Medical Center Foundation, Inc., Anne Arundel Health System Research Institute, Inc., Anne Arundel General Treatment Services, Inc., d/b/a Pathways, Anne Arundel Diagnostics, a tradename under Anne Arundel Health System, Inc., and Physician Enterprise, LLC (hereinafter, collectively, “AAHS”). AAHS receives funds from programs funded by the United States Government and the State of Maryland. It is committed to conducting its business ethically, legally, and in accordance with the standards required of the Joint Commission on Accreditation of Healthcare Organizations. AAHS will enter business relationships only with those vendors who share our commitment to strive for the highest of ethical standards while maintaining compliance with governing laws. These terms and conditions are a necessary part of our business relationships.

1. **Contractor Defined.** “Contractor” means the person or entity on whose behalf this Agreement is signed and its affiliated entities, their directors, employees, agents, assigns, and sub-contractors.

2. **Agreement Defined.** “Agreement” refers to this document which is styled, “Anne Arundel Health Systems, Inc. Agreement for Products and/or Services (Contractor Terms and Conditions),” any Business Associate Agreement signed by the Contractor and any documents identified and incorporated by reference below.

3. **"New Technology" Defined.** “New technology” means any product filed with the FDA for Pre-Market Approval (PMA) designation, and assigned a PMA number which can be referenced at [www.accessdata.fda.gov/scripts/cdrh/cfpm/pma.cfm](http://www.accessdata.fda.gov/scripts/cdrh/cfpm/pma.cfm) and that has been on the market for less than 1 year. 510(k) designated products are never classified as New Technology because this designation by the FDA as substantially equivalent to another product on the market. No product has a PMA and 510(k) number.

4. **Independent Contractor.** The parties agree that Contractor is an independent contractor. Nothing in this Agreement shall be construed to place AAHS and Contractor in the relationship of partners, principal and agent, employer and employee or joint venturers and Contractor shall take no action and make no representation to third parties that would suggest otherwise. AAHS shall have no responsibility or liability for acts or omissions of Contractor. Contractors must carry and maintain such insurance (including, but not limited to, Workers’ Compensation and unemployment insurance) as may be required by law and must further comply with all laws applicable to such insurance and with all tax laws and other requirements of governmental bodies with respect to any income, compensation, withholding, FICA, or other requirement applicable to Contractor. Contractor further agrees to indemnify and hold harmless AAHS with respect to all such amounts as AAHS may be required to pay as a result of Contractor’s failure to make any of the aforementioned withholding payments to governmental authorities or to otherwise comply with this provision.

5. **Subcontractors.** Contractor will not use subcontractors to discharge its obligations under the Agreement without the prior written approval of AAHS. Should AAHS give express approval for the use of a subcontractor, Contractor shall be responsible for ensuring that subcontractor is fully aware of the requirements of this Agreement, expressly require subcontractor to comply with all terms of the Agreement and Contractor will be liable for any breach of the Agreement or other wrongful act or omission resulting from use of the subcontractor.

6. **Termination.** Contractor or AAHS may terminate this Agreement, without cause, provided the terminating party provides sixty (60) days Notice to the non-terminating party. In the event of a material breach, the non-breaching party may terminate this Agreement thirty (30) days after a Notice of Cure is delivered to the breaching party that specifically identifies the nature of the breach, if the breaching party fails to cure. The
non-breaching party must give Notice of its intent to terminate after the cure period has expired, although such termination may be immediate upon expiration of the cure period and Notice.

7. **No Waiver.** The failure of either Party to require performance of any provision of this Agreement at any time shall not affect its right at a later time to enforce the same or any other provision of this Agreement. No waiver by a Party of any condition or breach shall be effective unless Notice is given of an express waiver, and no such waiver shall be deemed a further or continuing waiver of such waived condition or breach in other instances nor a waiver of any other condition or breach.

8. **Liability.** Contractor is liable for any and all losses, including but not limited to, damage to, or loss of property (real, personal or intellectual), personal injury, wrongful death, regulatory fine or penalty, and harm to business or reputation, caused in whole, or in part, by the acts or omissions of Contractor. Contractor shall maintain General Liability, Property Damage and/or Professional Liability insurance, as required by law and/or at a minimum of One Million Dollars ($1,000,000.00) per incident and Three Million Dollars ($3,000,000.00) in the aggregate, which covers liability of Contractor’s acts or omissions in performing hereunder regardless of when such claim is made.

9. **Indemnification.** Contractor agrees to indemnify and hold harmless AAHS and its affiliates, their directors, officers, employees and agents from, and against, any and all claims, actions or liabilities, including attorneys’ fees, arising out of Contractor’s acts or omissions, and shall cooperate in the investigation and defense of any claims or suits.

10. **Reasonable Restrictions.** The Parties agree that the restrictions set forth in this Agreement are reasonable, proper, and necessitated by their respective business interests, and do not constitute an unlawful or unreasonable restraint on either of the Parties’ ability to conduct its business.

11. **No Third Party Rights.** This Agreement has been made and entered solely for the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies on any entity or person other than the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons outstanding to either Party to this Agreement.

12. **Assignment.** Contractor may not assign any of Contractor’s rights or obligations under this Agreement without the prior written consent of AAHS. AAHS may assign any and all of its rights and obligations hereunder to an Affiliate. For purposes of this Agreement, an Affiliate is any legal entity which directly or indirectly controls or is controlled by, or is under common control with AAHS. Except as provided in the preceding two sentences, Hospital may not assign its right to this Agreement, the Party whose responsibilities have been, or will be, materially altered may terminate this

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Agreement upon thirty (30) days Notice or upon Notice as reasonably required to comply with governing laws, whichever period is longer.

17. **Equal Opportunity.** AAHS is a provider of health services that receives federal funds under Medicare Part A and Medicaid. Accordingly, we have a non-discrimination policy as required by Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act. Specifically, it is against our policy to discriminate against employees, patients, or visitors on the basis of age, race, gender, sexual orientation, color, religion, national origin, or physical or mental disability. Contractor must comply with said policies and all Federal and State requirements concerning civil rights.

18. **Conflict of Interest.** Contractor acknowledges that AAHS has adopted a conflict of interest policy and represents it has disclosed to the AAHS Corporate Compliance Officer any actual or potential conflict of interest arising from any Contractor officer, director, employee, or their family member having any significant ownership, financial or other interest in, or arrangement with AAHS, its owners, officers, directors, employees, or their family members, and that Contractor will disclose such relationships and interests should they arise.

19. **Gifts and Perquisites.** Contractor acknowledges that AAHS employees are prohibited under the AAHS Code of Conduct from directly or indirectly soliciting gifts or business courtesies from Contractor, and from directly or indirectly offering, giving, or accepting any gifts, benefits, meals, lodging, travel, or other perquisites that could influence (or appear to influence) objective business judgment or results in a violation of applicable law or AAHS policies. Contractor will refrain from soliciting, offering, or accepting prohibited gifts.

20. **Contractors Providing Goods - Condition and Packaging.** Contractors providing goods (including equipment) to AAHS shall offer and ship only those goods in new condition and consistent with the purchase order and/or other agreed upon specifications, unless otherwise agreed in writing. Contractor shall provide reasonable notice prior to shipment of goods. All pricing quoted and bargained shall include costs for standard packaging.

21. **Contractors Providing Services.** Contractors providing services shall offer and contract to provide only those services Contractor is reasonably qualified through education, training and/or experience to offer. Services may not be provided using equipment, or by entities or persons, lacking necessary credentials, licensure or certification. Contractor must give Notice of any limitation, termination, suspension, expiration, or lapse of necessary credentials, licensure or certification during the term of this Agreement and any extension thereof (whether express or by operation of law).

   **a. Compliance with Laws, Standards, Regulations and Policies.** Contractor shall provide contracted services in compliance with the standards of the Joint Commission on Accreditation of Healthcare Organizations (“the Joint Commission”) and other accrediting bodies, Medical Staff Bylaws, Rules, and Regulations, federal, state, and local laws, rules, regulations, and standards, including requirements for participation in the Medicare and Medicaid programs, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). In order to insure Contractor compliance therewith, and upon reasonable request therefor, AAHS may require written verification of the following:
   i. Education and training that is consistent with applicable legal and regulatory requirements and AAHS policy, monitoring compliance with same, and timely reporting of any suspected violations to AAHS;
   ii. Evidence of license, certification or registration, when applicable;
   iii. Evidence that an individual’s knowledge, experience and competence are appropriate for his or her assigned responsibilities;
   iv. Evaluations of performance of all individuals performing Services, to be conducted and provided to AAHS annually;
   v. Health screening as required by job responsibilities, in accordance with AAHS policy, and as required by federal, state and local law and regulation;
   vi. Criminal background check(s) on all individuals providing services on behalf of Contractor;
   vii. References, when applicable.
b. **Orientation.** AAHS shall require successful completion of orientation to hospital-wide policies and procedures, including safety and infection control, and to the assigned department/service line including program-specific policies and procedures, **prior to providing patient care and/or services.**

c. **Performance Measures.** Contractor is responsible for establishing measures and collecting data to monitor its performance. Clinical performance measures will include process, outcome and patient care experiences, and will encompass inpatient and/or ambulatory care. Data is collected for the following purposes:

   i. To establish and define a baseline for outcomes
   ii. To identify opportunities for improvement
   iii. To identify changes which will lead to improvement
   iv. To monitor practice and changes implemented to assure improvement
   v. The measures identified by Contractor are collected and aggregated ongoing and reported quarterly to the appropriate service line Quality Council. The data will be used to monitor and provide information on Contractor performance, risk management issues/sentinel events, targeted areas where problems and/or departures from practice norms have been identified, and appropriateness of patient management.

22. **Safety Standards.** All manufactured items and/or fabricated assemblies provided hereunder and/or used for delivery of services, including those subject to operation under pressure, and/or operation by connection to an electric source shall be constructed and approved in a manner acceptable to the appropriate governing agency(ies) and/or state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization (e.g., the American Society of Mechanical Engineers, the Underwriters Laboratories, and/or National Electrical Manufacturer’s Association) where such approvals of listings have been established for the type(s) furnished. The Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to the nature of the deliverables hereunder.

23. **No Exclusion/Debarment.** Contractor represents that neither Contractor, Contractor’s officers, partners or persons owning more than five percent (5%) of Contractor’s equity interests, nor are any of Contractor's employees or agents who will provide health care services to AAHS or its patients, currently excluded, debarred, or otherwise ineligible to participate in any state or federal program and none have been convicted of a criminal offense related to the provision of health care items or services. Contractor agrees to immediately give Notice of any threatened or actual debarment, exclusion, or other event or circumstance that makes or may make Contractor or any of the described persons ineligible to participate in a state or federal program. Contractor acknowledges and agrees that AAHS will have the right to terminate this Agreement and its business relationship with Contractor in the event of any such debarment, exclusion, or other action unless Contractor takes immediate effective action to remedy such circumstance. Such termination may be effected without providing an opportunity for cure.

24. **Arms Length Exchange.** Nothing in this Agreement or in connection herewith contemplates, requires, shall require or contemplate the referral of any patient or the purchase, order or lease of any item or service from one Party or its affiliate to the other Party or its affiliate, nor shall it be construed as an offer of payment by one Party or its affiliate to the other Party or its affiliate, whether direct or indirect, overt or covert, for patient referrals or for recommending or arranging the purchase, lease or order of any item or service. The Parties intend and agree that all amounts paid under this Agreement are intended to, and do reflect the fair market value of the goods and/or services provided. It is specifically acknowledged by the Parties that no amount paid, or to be paid, hereunder is intended to, nor shall it be construed as an inducement or payment for the referral of a patient or for recommending or arranging the purchase, lease or order of goods or services.

25. **Fraud and Abuse Education.** Contractor must adhere to the AAHS Compliance Plan, including the AAHS Code of Business Ethics and Conduct (“Code of Conduct”). Based on the level of Medicaid payments the Health System receives, AAHS must provide education in accordance with Section 6032 of the Deficit Reduction Act (“DRA”) to its vendors, contractors and agents. Accordingly, AAHS has provided a detailed description of the federal False Claims Act, the federal Program Fraud Civil Remedies Act, and a summary of the Health System’s policies and procedures for detecting and preventing fraud, waste and abuse, as well as
information regarding the rights of employees to be protected as whistleblowers in its Code of Conduct. A copy of the AAHS Code of Conduct can always be accessed via the Health System’s web page in the Client Access section. You can request a copy of the Code of Conduct and seek answers to any questions you may have regarding the Code of Conduct or any aspect of the Health System’s Compliance Plan from the Corporate Compliance Officer by telephone at (443) 481-1332 or by email at compliance@AAHS.org.

26. Compliance Reporting and Cooperation. Should Contractor obtain information that reasonably leads it to believe there may have been or may be a violation of law, ethical obligation, or AAHS policy by AAHS or its contractors, Contractor will promptly report same to the Corporate Compliance Officer by emailing compliance@AAHS.org, by telephoning the Compliance Ethics Hotline at (443) 481-1338, or by United States mail to, Corporate Compliance Officer, Anne Arundel Health System, Inc., 2001 Medical Parkway, Annapolis, Maryland, 21401. Contractor shall provide all information related to such belief in the report. Contractor will cooperate with AAHS in any investigation related to any compliance matters or other actions taken pursuant to the AAHS Compliance program. Information concerning matters taken under review by the Compliance Officer will not be disclosed by Contractor except as minimally necessary to assist the Compliance Officer in the investigation and resolution of compliance matters; to make a report to government personnel; or under the conditions described below. Nothing herein shall be construed as limiting, in any way, the right of Contractor to report or disclose to any governmental agency or personnel information Contractor is obligated to disclose hereunder. Contractor agrees, when such a report is made and when legally permitted, it will disclose to AAHS (i) when a disclosure regarding actual or potential violations of law has been made by Contractor to a governmental agency; or (ii) when any Contractor has been questioned by government personnel regarding AAHS.

27. Contractor Books and Records. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their fully authorized representatives, Contractor will make available Contractor’s, books, documents and records necessary to verify the nature and extent of the costs of providing its services. Such inspection shall be available up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of the Agreement through subcontract with a value of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This Article is included pursuant to and is governed by the requirements of Public Law 96-499, Section 952 (Section 1861(v)(i) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other statutory or common law privilege shall be deemed as having been waived by AAHS or Contractor by virtue of having entered this Agreement.

28. Access to Information and Information Resources. Contractor’s access and review of AAHS materials, data and information must be limited to that minimally necessary to perform its services hereunder. Contractor acknowledges and agrees that AAHS computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, (“Information Resources”) are AAHS property. The Information Resources will be used only by properly identified and authorized individuals and will be used solely for AAHS business. All messages, content, data, information, and files composed, stored, sent, or received on the Information Resources are the property of AAHS, and Contractor acknowledges and agrees that Contractor has no expectation of privacy with respect to use of the Information Resources.

29. Patient Information. Contractor agrees that all patient information is confidential and protected by federal and state law and that such information must not be accessed, used, or disclosed except in accordance with AAHS’ Privacy Policies and Procedures, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and all other applicable federal, state and local laws.

30. Confidential Information. “Confidential Information” includes, but is not limited to, the following types of information, (whether or not reduced to writing): all documentation, discoveries, ideas, concepts, software, designs, drawings, specifications, techniques, models, source codes, object codes, diagrams, flow charts, procedures, policies, clinical data, patient information, trending information, tracking information, pricing information, purchasing history or patterns, quality reports and data, service line development, market research data, marketing plans, business plans, business procedures, financial information, “know-how” comprising all or any part of the information used by either AAHS or the Contractor in the course of fulfilling its obligations pursuant to this Agreement, and related information.
a. **Duties Concerning Confidential Information.** Contractor and AAHS shall each maintain strict confidentiality concerning the other’s Confidential Information. Neither Contractor nor AAHS shall directly or indirectly use, disclose, or permit the disclosure of any of the other’s Confidential Information. If either of the Parties receives a request for Confidential Information from a court, governmental agency, credentialing entity, or accrediting body, the receiving party shall give the other party prompt Notice prior to any disclosure of Confidential Information to allow the other party an opportunity to obtain an appropriate protective order or to otherwise respond.

b. **Procedure Upon Termination of this Agreement.** All Confidential Information obtained by Contractor in providing services under this Agreement belongs to, and shall remain, the exclusive property of AAHS. Upon the expiration or termination of this Agreement, Contractor shall destroy, or upon Notice, return to AAHS all Confidential Information. All backup copies of electronic information provided to Contractor are to be returned or destroyed at the conclusion of the Agreement. Contractor agrees that it shall not directly or indirectly use any of AAHS’s Confidential Information or any other information provided to Contractor under this Agreement for any purpose following termination of this Agreement.

c. **Information in the Public Domain.** The restrictions regarding Confidential Information described in this Agreement do not apply to information that is (i) in the public domain at the time of its disclosure to the recipient or becomes part of the public domain without the fault of recipient; or (ii) is acquired by recipient from a third party bearing no obligation to confidentiality with respect to such information.

d. **Exception.** Notwithstanding any other provision of this Agreement to the contrary, AAHS shall have the right to disclose pricing and other terms of this Agreement to AAHS’ physicians, attorneys, accountants, group purchasing consultants and other third parties retained by AAHS (collectively “AHHS Consultants”), provided all such AAHS Consultants agree to adhere to the same standards of confidentiality as those set forth in this Agreement.

31. **Ownership of AAHS Information.** AAHS retains full ownership of all documents, files, data, and work product, generated, developed or captured by, or on behalf of AAHS (“AAHS Information”). Upon termination of this Agreement, Contractor shall deliver and/or return, without retaining any copies or data sources, all AAHS Information in a reasonably useable format.

32. **Advertising.** Contractor agrees not to use, reference, or publish information relating to AAHS, its registered marks, photography or any depiction of its likeness, as part of Contractor’s marketing efforts or otherwise, without the prior written approval of AAHS.

33. **AAHS Staff.** Contractor shall not solicit, hire, or employ, directly or indirectly, any employee of AAHS without the prior written consent of AAHS, at any time during the term of this Agreement, any extension thereof (whether express or by operation of law), or for one (1) year immediately following its termination.

34. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland applicable to agreements made and to be performed wholly within that state, irrespective of such state’s choice-of-law principles.

35. **Jurisdiction and Venue.** The parties submit to the jurisdiction of the courts of the State of Maryland. Any action brought hereunder must be brought in a court of competent jurisdiction in the State of Maryland.

36. **Section Titles.** The section titles of the numbered/lettered provisions of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

37. **Partial Invalidity:** If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

39. **Notices.** All Notices under this Agreement must be in writing and shall be deemed given: (i) when received if personally delivered; (ii) on the second (2nd) business day following delivery by facsimile transmission to the telephone number provided by the party for such purposes, if simultaneously mailed as provided herein; (iii) on the second (2nd) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such Services, with charges prepaid; or (iv) on the fourth (4th) business day following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party’s address set forth below, or to any other address that the party provides by Notice, in accordance with this Section:

To Hospital:
Anne Arundel Health System, Inc.
2001 Medical Parkway
Annapolis, Maryland 21401
Attention: [Below Signatory]

With a copy to:
Anne Arundel Health System, Inc.
2001 Medical Parkway
Annapolis, Maryland 21401
Attention: Legal Department

To Contractor:

40. **Authority to Bind.** The Parties hereto represent and attest that the signatories executing this Agreement on their behalf have the authority to bind the Party on whose behalf they are signing to the terms of this Agreement.
41. **Incorporated Documents.** The following documents (including any attachments thereto that are appropriately identified/referenced therein), are attached hereto and their terms incorporated by reference.

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42. **Priority of Documents.** In the event there is a conflict between, or among, the provisions of the documents that constitute the Agreement as defined above, the order of priority shall be, the AAHS Terms and Conditions, followed by any Business Associate Agreement entered for the benefit of AAHS and its patients, followed by any other documents listed above as being incorporated herein, in the order listed.

**IN WITNESS HEREOF,** the Parties have executed this Agreement, effective this ___ day of ____________, 20____

CONTRACTOR

ANNE ARUNDEL HEALTH SYSTEM, INC.

__________________________  __________________________
Signature                 Signature

__________________________  __________________________
Printed Name               Printed Name

__________________________  __________________________
Title                     Title

__________________________  __________________________
Date                      Date