



MASTER PURCHASE AGREEMENT FOR SERVICES

This Master Purchase Agreement for Services (“Agreement”), dated as of _____, 20____ (the “Effective Date”), is by and between University of Maryland Medical System Corporation, a Maryland non-stock corporation (“UMMS”), for itself and on behalf of its affiliates, as defined below, (the “Affiliates”) and [VENDOR NAME], a [ENTITY TYPE AND STATE WHERE FORMED] (“Vendor”).

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.**

Affiliates - means and includes all entities that (i) are listed as an affiliate on **Schedule A**, attached hereto and incorporated herein; or (ii) those affiliates not listed on **Schedule A** that execute a letter of participation in the form attached hereto and incorporated herein as **Schedule A-1** (“Letter of Participation”). Additionally, UMMS may, at any time without cause or penalty, provide written notice of the removal of an affiliate from **Schedule A**, which removal shall constitute an amendment of **Schedule A**.

Customer(s) – means UMMS and its Affiliates, individually and collectively.

Personnel – means any employee, or authorized contractor, subcontractor, representative or agent, of Vendor that provides Services on behalf of Vendor under this Agreement.

Purchase Order – means a written order issued by Customer to Vendor which authorizes Vendor to proceed with the provisions of Services pursuant to the terms of this Agreement. Each Purchase Order shall contain at a minimum a Purchase Order number and the address to which Vendor should send Vendor’s invoices.

Schedules – means any schedule, exhibit, attachment, Purchase Order and/or SOW hereto. All Schedules shall be attached hereto and/or incorporated by reference herein, and all references to the “Agreement” shall be deemed to include all Schedules.

Services – means the services to be provided by Vendor to Customer pursuant to the terms of this Agreement, as described in **Schedule B**, attached hereto and incorporated by reference herein, and as described in any subsequent SOW between the parties.

Statement of Work/Work Order (“SOW”) – means a written document, which shall be required to be signed by Customer and Vendor, which describes the Services. Customer and Vendor may agree from time to time to additional SOWs following execution of this Agreement. Each SOW shall be governed by the terms and conditions of this Agreement.

2. **Participation by Affiliates.** UMMS represents that it has the authority to enter into this Agreement for itself and on behalf of its Affiliates. Vendor expressly agrees that upon any Affiliate not listed on Schedule A executing a Letter of Participation, the Affiliate may participate in this Agreement and shall

have all of the same rights and interests under this Agreement as Affiliates listed in **Schedule A**, including but not limited to the right to enforce the terms of this Agreement. UMMS and each Affiliate may purchase and/or obtain the Services from Vendor in accordance with this Agreement upon issuance of a Purchase Order to Vendor and a separate mutually executed Statement of Work. This Agreement and any Purchase Order or Affiliate specific SOW do not create any joint and several liabilities among UMMS and its Affiliates. Each Purchase Order submitted by an Affiliate is the obligation of the Affiliate issuing the Purchase Order. In no event shall UMMS or any other Affiliate that is not a party to a specific Purchase Order or SOW be liable for any payments in connection with such Purchase Order or SOW. Vendor shall have no right of offset against or among UMMS or any Affiliate.

3. **Ordering, Payment & Pricing Provisions.**

- 3.1. **Issuance of a Purchase Order.** Upon issuance by Customer of a Purchase Order to Vendor, Vendor shall provide to Customer the Services as described in the Schedules. to this Agreement and any additional applicable SOW between the parties. If Vendor provides any Services without an authorized Purchase Order from Customer, Customer may reject the Services at Vendor's sole cost and expense. In such instance, Vendor hereby releases Customer, and Customer's employees, contractors, representatives, agents and assigns, from all liabilities, obligations, claims and demands whatsoever arising from Vendor's provision of said Services without a valid Purchase Order.
- 3.2. **Performance.** Vendor shall provide the Services on the date set forth in the applicable Purchase Order/SOW. If, for any reason, Vendor fails to supply the Services as and when specified in any Purchase Order/SOW, then with respect to such Services, and with respect to the whole if the breach goes to the whole Agreement, Customer may at its option reasonably cover for the period Vendor cannot perform by procuring performance similar to the Services from another supplier and Customer shall have damages equal to the difference between the cost of covering and the price specified in the Purchase Order and/or SOW, less any expenses saved in consequence of Vendor's breach. Customer shall use commercially reasonable efforts to minimize all covering costs.
- 3.3. **Non-Exclusivity.** Unless otherwise specified in the Schedules with a reference to this Section 3.3, this Agreement is not an exclusive contract. Any Services ordered by a Customer represent Customer's best estimate of its needs from time to time, and does not represent a forecast of needs for, or commitment to order, any particular Services in the future. Each Customer reserves the right to order Services from entities other than Vendor.
- 3.4. **Invoices & Payment.** Customer shall pay for the Services at such rates as specified in the applicable Purchase Order and/or SOW, subject to the following:
 - 3.4.1. Any pricing set forth in the Schedules shall be firm for each Purchase Order. Vendor shall send invoices to the Accounts Payable Department specified in the applicable Purchase Order. Each invoice shall have a typed invoice number, shall reference the appropriate Purchase Order number (e.g. "P.O. #__; Invoice #__") and include a detailed account of Services supplied and hours worked, as applicable.
 - 3.4.2. Payment terms for undisputed invoice amounts shall be net forty-five (45) days from the date Customer receives Vendor's invoice. Vendor acknowledges that Customer's Accounts Payable Department will not process any invoice that does not include the appropriate Purchase Order number and that any delay due to Vendor's failure to include the appropriate Purchase Order number on any invoice will not result in any penalties for or constitute and event of breach of this Agreement by Customer.

- 3.4.3. If requested by Customer, Vendor shall provide Customer with a monthly-itemized billing statement and quarterly reports summarizing Vendor's activity with Customer. All correspondence from Vendor to Customer related to the Deliverables must contain the applicable Purchase Order number.
- 3.5. Taxes. Customer represents that it is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended, and under applicable laws of the State of Maryland. Under Section 7-202 of the Tax-Property Article of the Annotated Code of Maryland, this is a tax-exempt purchase for Customer. Upon request, Customer shall provide Vendor with certificates evidencing its tax-exempt status.
- 3.6. Expenses. If the Purchase Order or SOW so explicitly provides, upon presentation of copies of supporting paid receipts, Customer shall reimburse Vendor for the reasonable costs and expenses incurred by Vendor in connection with providing the Services pursuant to Customer's *Travel & Reimbursement Guidelines*, attached hereto and incorporated by reference herein as **Schedule C**.
- 3.7. Discounts. Vendor agrees to report any discount fully and accurately (inclusive of any reduction in purchase price) on any Purchase Order, SOW, invoice and/or statement, as applicable, submitted to Customer pursuant to this Agreement, including sufficient information to give notice to Customer of Customer's obligations to report such discount or reduction in price as required under the discount safe harbor to the federal anti-kickback statute at 42 C.F.R. 1001.952(h). If the amount of the discount or reduction in price is not known at the time of purchase, Vendor must fully and accurately report the existence of a discount program on any Purchase Order, SOW, invoice and/or statement, as applicable, in the same manner as described above. When the value of such discount becomes known, Vendor must provide Customer with documentation of the calculation of the discount that identifies the specific Services to which the discount applies.
- 3.8. Generally Accepted Accounting Principles. Vendor will maintain its billing and records in accordance with generally accepted accounting principles. Customer shall have the right to examine all records relating to the Services provided to Customer, and to all supporting documentation for invoices and payments upon reasonable notice during regular business hours, at no cost to Customer.
- 3.9. Most Favored Nation. Vendor represents that the prices, warranties, conditions, benefits and terms set forth in this Agreement, both individually and collectively, are either equal to or more favorable than the prices, warranties, conditions, benefits and terms now offered by Vendor for the same or substantially similar services to other customers. If at any time during the duration of this Agreement, Vendor provides to any customer any prices, warranties, benefits, conditions, or terms more favorable than those provided to Customer hereunder, then Vendor shall promptly thereafter notify Customer of such fact and take such steps to amend the terms applicable to Customer that includes more favorable prices, warranties, conditions, benefits and/or terms to Customer.
- 3.10. Price Index Pricing. In addition to Section 3.9, above, while this Agreement is in effect and to the extent applicable, the line-item-level price for each Deliverable under this Agreement must be equal to or better than the "Tenth Percentile Price" as defined below. For any Deliverable price not in compliance with this Section, Vendor must (i) refund to each Customer the difference between (a) the non-compliant Deliverable price Customer paid to Vendor and (b) the Tenth Percentile Price of the affected Deliverable as of the invoice date, for all Deliverables purchased at a non-compliant Deliverable price; and (ii) execute an amendment to this Agreement to lower the non-compliant Deliverable price to at least the then-current Tenth Percentile Price. The parties may rely on Vizient Savings Actualyzer™ or a similar agreed upon tool (the "Tool") to determine the Tenth Percentile Price; provided, however, either party may present additional documentation to support its determination of the Tenth Percentile Price. If the parties cannot agree on the Tenth Percentile Price

of a Deliverable within ten (10) days following written notice of a non-compliant Deliverable price, the Tenth Percentile Price of the Deliverable identified in the Tool will control. For purposes of this Section, "Tenth Percentile Price" means the indexed, line-item-level price for a Deliverable that is better than 90% of all indexed, line-item-level prices for that Deliverable that Vendor offers to any customer or group of customers.

3.11. Best Practices. As applicable, Vendor agrees that it will work in conjunction with each Customer and its medical and managerial staff to further reduce the percentage utilization to achieve "best practice" standards for Customers' facilities.

3.12. Consignment Arrangements. To the extent a consignment arrangement is required for Vendor to provide a Product, the parties acknowledge and agree that they will enter into a separate consignment agreement.

4. **Term & Termination.**

4.1. Term. The initial term of this Agreement shall commence on the Effective Date written above and shall continue in effect for a period of three (3) years, unless terminated as otherwise provided in this Section. Following the initial term, the term of this Agreement may be extended for two (2) additional periods of one (1) year each commencing on the yearly anniversary of the Effective Date by mutual written amendment of the parties. In the event that this Agreement is terminated with or without cause during the first twelve (12) months of the initial term, the parties shall not enter into the same or substantially the same arrangement during any remainder of the first twelve (12) months of the initial term.

4.2. Termination Without Cause. Either party may terminate this Agreement, without cause, at any time, upon at least ninety (90) days' prior written notice of termination to the other party. Notwithstanding the foregoing, in this event this Agreement is terminated for any reason other than pursuant to Section 4.3 or Section 4.4, Customer may elect to require Vendor to complete performance under any outstanding Purchase Order and/or SOW, and the terms of this Agreement that were in effect immediately prior to its termination shall continue in effect with respect to such Purchase Order and/or SOW until its termination; provided that the term of any such Purchase Order and/or SOW may not exceed the initial term of this Agreement.

4.3. Termination For Breach. The term of this Agreement may be terminated by a party upon written notice to the other party upon the occurrence of a breach by a party of: (i) a representation or warranty made under this Agreement; or (ii) any material provision of this Agreement, (iii) that is required to be performed or observed by such breaching party that is not cured within thirty (30) days after the non-breaching party gives written notice describing such breach to the breaching party.

If any event of breach occurs that is not cured by Vendor within the applicable cure period specified above, Customer, at its sole option, may employ any or all remedies then available to it, whether at law or in equity, including, but not limited to, the following:

4.3.1. Proceed by appropriate court action to enforce performance of the applicable obligations and to recover damages for the breach thereof, and/or to enforce the indemnification set forth in this Agreement; and/or

4.3.2. Terminate this Agreement as to all or any part; and/or

4.3.3. Pursue any other rights or remedies available to Customer under the laws of the State of Maryland.

- 4.4. **Immediate Termination.** Customer may immediately terminate this Agreement based upon one of the following occurrences, *to the extent applicable*:
- 4.4.1. Commencement of any disciplinary action against taken by any board, institution, organization, licensing or governmental body, or professional society having any privilege or right to pass upon Vendor's conduct;
 - 4.4.2. Loss, limitation or suspension of Vendor's professional license(s) or other certification;
 - 4.4.3. Vendor's exclusion, sanction or suspension from any federal health care program including without limitation the Medicare or Medicaid programs;
 - 4.4.4. A material reduction or loss of Vendor's insurance coverage, including Vendor's failure to maintain insurance coverage in accordance with this Agreement;
 - 4.4.5. Vendor's conviction or plea of guilty or no contest with respect to any felony charge or misdemeanor involving, professional competence or moral turpitude; or
 - 4.4.6. Any occurrence of serious misconduct which brings Customer to the reasonable interpretation that Vendor may be delivering, or contributing to the delivery of, clinically inappropriate care if applicable.
- 4.5. **Events Subsequent to Termination.** Upon termination of this Agreement, Vendor shall:
- 4.5.1. Accept no further Purchase Orders/SOWs hereunder;
 - 4.5.2. Terminate the provision of Services under any outstanding Purchase Orders/SOW not yet provided, except to the extent requested in writing by Customer, it being understood and agreed that, regardless of which party terminates this Agreement, Customer shall have the right to require complete performance under an outstanding Purchase Order/SOW as contemplated in Section 4.2; and
 - 4.5.3. Refund Customer any amounts paid in advance for any Services not yet provided. In addition, if the term of this Agreement or any Schedule is terminated by Customer pursuant to Sections 4.3 (Termination for Breach) or 4.4 (Immediate Termination) above, no payment shall be due from Customer to Vendor for the remainder of any term then in effect following the effective date of termination.
- 4.6. **Acceptance Prior to Termination.** Customer shall be responsible for payment for any Services received and accepted by Customer prior to the effective date of termination.
- 4.7. **Survival After Termination.** The following shall survive termination or expiration of this Agreement: Sections 5.8 (Insurance), 6 (Confidential and Proprietary Information), 7 (Warranties) and 8 (Indemnification), as well as the parties' respective obligations hereunder which by their nature would continue beyond the termination or expiration of this Agreement.
5. **Vendor's Responsibilities & Obligations.**
- 5.1. **Licenses & Equipment.** Unless specified to the contrary in the SOW or this Agreement, Vendor shall be responsible for providing all equipment, supplies and tools required for the performance of Services under this Agreement and for securing all necessary licenses, bonds, permits and regulatory approvals (*e.g.*, FDA approval) in connection with such performance of Services.

- 5.2. Responsibility for Personnel. All Personnel supplied or used by Vendor in connection with the provision of Services will not be considered an employee, contractor, representative or agent of Customer for any purpose. Vendor shall be responsible for all acts and omissions of all such Personnel during the term of this Agreement and for the payment of their compensation. Neither Vendor nor any of its Personnel shall be entitled to participate in any vacation, holiday, sick leave, health insurance, life insurance, disability, pension, retirement, or other fringe benefits that Customer may from time to time provide to Customer's employees. Vendor represents and warrants that Vendor is in compliance and will continue to comply with federal, State and local labor and employment laws applicable to Vendor's Personnel.
- 5.3. Intellectual Property Assignment. For all Personnel supplied by Vendor for staffing services only, Vendor agrees to abide by Customer's Addendum for Intellectual Property Assignment, attached hereto and incorporated herein as **Exhibit 2**.
- 5.4. Relationship with Subcontractors. Vendor shall obtain Customer's written consent, which Customer may withhold in its sole discretion, before entering into agreements with any subcontractors who may supply any Services that Vendor is required to provide to Customer under this Agreement (each a "Subcontractor", collectively "Subcontractors"). Unless otherwise agreed hereunder, Customer shall not be bound by the terms of any agreements entered into by Vendor with a Subcontractor, or any agreements by a Subcontractor, and such agreements shall not contain any obligation with respect to Customer including, without limitation, a guarantee of payments by Customer to Subcontractors. At Customer's request, Vendor shall provide information regarding the qualifications of its Subcontractors, if any, and a listing of Subcontractors' key personnel. Vendor's use of any Subcontractor shall in no way diminish, reduce, modify, or affect Vendor's obligations, representations or warranties to Customer hereunder.
- 5.5. Non-Discrimination. Vendor, in performing under this Agreement, agrees not to discriminate against any employee or applicant for employment because of race, ancestry, creed, color, gender, gender orientation, religion, national origin, cognitive or physical disability, health status, marital status, age, veteran's status or any other status protected by law and to insert the provisions of this paragraph into any subcontracts issued under this Agreement.
- 5.6. Support of Diversity. Customer supports, encourages and facilitates the provision of opportunities to small diverse businesses as a means of strengthening the economic climate of the communities which it services. Vendors are asked to self-identify if they are a local business, a minority-owned business, woman-owned enterprise, or disadvantaged business. For each commodity or service acquired by Vendor through subcontractors or suppliers for sale to Customer hereunder, Vendor is encouraged to make a concerted effort to select subcontractors and suppliers which are local, minority-owned, woman-owned, or disadvantaged businesses. Evidence of commitment to purchasing from, subcontracting to, and the employment of minorities, women, physically disabled and/or disadvantaged individuals will be reviewed for future business arrangements with Vendor.
- 5.7. Health Assessment & Background Checks. Vendor's Personnel who provide Services in patient care areas or enter Customer's facilities where patient care is administered are required to undergo the same health assessments, background checks, education and training and employee orientation as any Customer employee. In addition, such Personnel shall be required to enter into the Confidentiality Agreement described below in Section 6.2. To the extent a Customer has adopted Intellicentrics, the requirements referenced in this Section may be found at www.Intellicentrics.com.

- 5.8. Fitness for Duty, Safety, Etc. Vendor shall comply with the applicable fitness for duty, access and insurance requirements described in this Agreement, any Purchase Order or SOW, as well as any safety and security requirements communicated to Vendor by a Customer.
- 5.9. Insurance. Vendor shall maintain insurance as set forth in **Schedule D**.
6. **Confidential & Proprietary Information.**
- 6.1. Compliance with HIPAA. To the extent applicable, Vendor will comply with all applicable privacy, security and confidentiality requirements, including the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations, including without limitation the Privacy, Security, Breach Notification, and Enforcement Rules, codified at 45 C.F.R. Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act, and as may be further amended in the future (“HIPAA”) and Maryland law governing the confidentiality of patient information and medical records.
- 6.2. Business Associate Agreement and Attestation. If Vendor is a “business associate” of Customer, as such term is defined in HIPAA, Vendor shall enter into and abide by a Business Associate Agreement (“BAA”) with Customer. The BAA shall be a separate Agreement, a copy of which shall be attached hereto for reference purposes as **Exhibit 1**. UMMS, as a “covered entity” (as such term is defined in HIPAA) shall enter into the BAA for itself and its Affiliates. If Vendor qualifies for an exemption to the business associate standard under HIPAA, or if Vendor is not a business associate of Customer, Customer shall require Vendor complete an attestation (“Attestation”) that Vendor is not a Business Associate. Such Attestation shall be attached hereto as **Exhibit 1** in place of an executed BAA and in the format provided in **Exhibit 1**. Customer may also require Vendor to provide a written legal position statement on Vendor’s letterhead explaining the basis for such conclusion (“Legal Position Attestation”). Such Legal Position Attestation shall be included and incorporated in the Attestation attached hereto as **Exhibit 1** in place of an executed BAA. In addition, Vendor, pursuant to Section 5.2 of this Agreement, is responsible for its Personnel’s acts and omissions under this Agreement and represents and warrants that all of its Personnel who have access to Customer’s Confidential Information (as defined below in Section 6.3) are subject to the confidentiality provisions herein, any BAA between the parties and Customer’s relevant policies and procedures referenced in this Agreement. Any Personnel that will provide Services on-site at a Customer’s facility shall be required to execute a confidentiality agreement, in a format provided by Customer, as part of the on-boarding process at Customer’s applicable facility.
- 6.3. Access to and Receipt of Confidential Information. Each party acknowledges that certain information of the other party that it may acquire or be exposed to will constitute information of a proprietary or confidential nature including, without limitation any material, data or information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) that (i) is not generally known by or disclosed to the public or to third parties including, without limitation, all materials and information concerning the other party’s business affairs and operations, property and methods of operation, know how, processes, trade secrets, intellectual property, manuals, confidential reports, financial and operational information, personally identifiable information, “protected health information” (as defined under HIPAA), and all other patient and medical record information, and other matters relating to; (ii) any information and materials relating to third party vendors of a Disclosing Party that have provided any part of the Disclosing Party’s and/or any of its Affiliates’ information or communications infrastructure; and/or (iii) without limiting the generality of the foregoing, any materials marked as “confidential,” “proprietary,” or with a similar designation (or if not so identified, a reasonable person under the circumstances would understand the information to be confidential and proprietary to the Disclosing Party) (collectively, “Confidential Information”).

- 6.4. Protection of Confidential Information. Having acknowledged the foregoing, the Receiving Party agrees: (i) to exercise the same degree of care and protection with respect to the Confidential Information of the Disclosing Party that the Receiving Party exercises with respect to its own Confidential Information, but in no event less than a reasonable degree of care; (ii) to use the Disclosing Party's Confidential Information only as permitted or contemplated per the terms of this Agreement; (iii) not to directly or indirectly disclose, distribute, republish or allow any third party to have access to any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent; and (iv) to protect such information in accordance with a Business Associate Agreement to the extent applicable. The Receiving Party shall notify the Disclosing Party immediately of any suspected breach of this Section 6.4 and any other suspected unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of the Disclosing Party's Confidential Information.

Notwithstanding the above, but subject to the further requirements of this Agreement, as applicable: (i) Customer may disclose Vendor Confidential Information to Customer's employees, contractors, agents and medical staff who have a need to know and to its outside advisors, consultants, representatives, accountants and attorneys; and (ii) Vendor may disclose Customer's Confidential Information to its Personnel who have a need to know for use in accordance with this Agreement.

- 6.5. Scope of Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is at the time of disclosure, or thereafter becomes, publicly available through no fault of the Receiving Party; (ii) was known to the Receiving Party or its employees, representatives and agents prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party or its employees, representatives or agents not privy to the Disclosing Party's Confidential Information; or subsequently lawfully obtained by the Receiving Party or its Personnel from a third party without obligations of confidentiality.
- 6.6. Lawful Process. Disclosure of Confidential Information that is required to be disclosed pursuant to a subpoena, order of a court of competent jurisdiction, administrative agency, or applicable law or regulation shall not be a breach of this Section provided that the Receiving Party, to the extent permitted or feasible under applicable law, provides timely notice of such requirement to the Disclosing Party, and reasonably cooperates with the Disclosing Party, so that the Disclosing Party can file a motion for a protective order or otherwise seek whatever legal relief the Disclosing Party deems desirable or appropriate to protect its interests in the Confidential Information.
- 6.7. Vendor's Data Security Program. When Vendor accesses, receives stores, transmits, analyzes, or otherwise processes Customer's Confidential Information or otherwise accesses Customer's network, computers, software or systems ("Customer Systems"), Vendor shall comply with the provisions of Customer's Vendor Data Security Addendum, which is attached hereto as **Exhibit 3** and otherwise ensure appropriate protection and handling of Confidential Information. Simultaneously with the execution of this Agreement, a senior security official from each of Vendor and Customer shall execute **Exhibit 3**.
- 6.8. Location of Data Center. All Confidential Information provided to Vendor in connection with Services shall be housed in the U.S.A.; provided, however, Customer agrees that in the event that Customer's Confidential Information must be accessed by Vendor's affiliates outside of the U.S.A. as may be necessary for Vendor to perform its obligations under this Agreement; such access is permitted if and only if such affiliates abide by the same terms and conditions in this Agreement as applicable to Vendor, including but not limited to applicable Maryland and U.S. law and regulations related to the protection of such information.

7. Warranties.

7.1. General Warranty.

7.1.1. Vendor hereby represents and warrants that all:

7.1.1.1. Services provided to Customer shall be, as of the date of performance, in conformance and compliance with all applicable laws and specifications and shall be performed in a professional, competent and workmanlike manner; and

7.1.1.2. Products sold, provided, or delivered to Customer shall be, as of the date of delivery and acceptance, and for a period of one (1) year thereafter (the "Warranty Period"): (a) in conformance and compliance with all applicable laws and industry specifications; (b) free from defects in material and workmanship and shall conform to all applicable plans, specifications described herein, requirements and samples; and (c) merchantable and, if customized for the benefit of a Customer, fit for their intended purpose. This warranty shall also apply to any replacement Products or parts. Vendor further warrants that any and all service repairs shall be free from defects in materials and workmanship for the greater of (a) the balance of the Warranty Period or (b) ninety (90) days after the date the repair is completed.

7.1.2. Vendor further represents and warrants that Vendor shall satisfy all applicable standards and deadlines set forth in the Purchase Order and any SOW.

7.2. Third Party Warranties. Customer shall have the benefit of any manufacturer's or other third party's warranty or agreement with respect to the Services. Vendor shall execute and deliver such instruments as may be reasonably requested by Customer to obtain the benefits of such warranties.

7.3. Intellectual Property Warranty. Vendor represents and warrants that the provision by Vendor to Customer of any Services pursuant to the terms and conditions of this Agreement shall not infringe on any United States or foreign patent, copyright, trade secret or other proprietary right, or misappropriate any trade secret, of any third party, and Vendor further represents and warrants that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title or interest, to any technology or intellectual property right that would conflict with the obligations under this Agreement.

7.4. Supplemental Warranties. These warranties are in addition to any warranties provided by Vendor and incorporated within this Agreement.

8. Indemnification.

8.1. General Indemnification. Vendor shall indemnify, defend and hold harmless UMMS, the Affiliates and their respective members, directors, officers, stockholders, employees, contractors, representatives, agents, attorneys, successors and permitted assigns (each a "Customer Indemnitee," collectively, the "Customer Indemnitees") from and against any damages, judgments, losses, settlement payments, costs and expenses (including reasonable attorney's fees) ("Damages") arising from any liabilities, obligations, judgments, causes of actions, claims, proceedings or demands ("Claims"), including but not limited to Claims for Damages, caused by, attributable to or related to: (i) bodily injury or death caused by Vendor or its employees or agents on Customer's premises; (ii) damage to real or tangible personal property caused by the negligent or intentional act or omission of Vendor or its employees or agents on Customer's premises; (iii) Vendor or its employees' or agents' breach of this Agreement or any attachment hereto, including without limitation the confidentiality obligations set forth in Section 6 and the warranties included

in Section 7; (iv) Vendor's breach of the BAA attached as **Exhibit 1**; and/or, (v) a violation of any federal or state law or regulation by any act or omission of Vendor or its employees or agents. Nothing contained in this Section shall bar a claim for contributory negligence.

Promptly after receipt of any written Claim or notice of any action giving rise to a Claim for indemnification, Customer will provide Vendor with written notice of the Claim or action. Customer will provide Vendor with reasonable cooperation and assistance in the defense or settlement of any Claim, and grant Vendor control over the defense and settlement of the Claim. However, Customer shall be entitled to participate in the defense of the Claim and to employ counsel at its own expense to assist in the handling of the claim, and Vendor will ensure that its counsel reasonably cooperates with and permits participation by Customer's counsel. Vendor will not consent to any judgment, settlement attachment or lien or any other act adverse to the interests of the Customer without Customer's prior consent. If Vendor fails to assume the defense of a Claim or Customer reasonably determines that Vendor has failed to diligently assume and maintain a prompt and vigorous defense of any Claim, Customer may assume sole control of the defense of any Claim and all related settlement negotiations with counsel of its own choosing, and Vendor will pay all costs and expenses (including reasonable attorneys' fees) incurred by Customer in such defense within forty-five (45) days of each of Customer's written requests.

- 8.2. **Intellectual Property.** Vendor shall indemnify, defend and hold harmless the Customer Indemnitees from and against any Claim asserted or brought against a Customer Indemnitee alleging that the performance of the Services constitutes a misappropriation or infringement upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party. Vendor agrees to defend against, and hold harmless the Customer Indemnitees from any such Claims and to pay all litigation costs (including the costs of any appellate bonds) and any Damages awarded or resulting from any such Claim; provided, that Customer shall, after receiving notice thereof, promptly advise Vendor of any such Claim. If the Services, or any part of the provision or performance thereof is held to infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and Customer's receipt or benefit from such Services, or any part thereof, is enjoined or interfered with in any manner, Vendor shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (i) procure for Customer the right to continue receiving such Services free of any liability for infringement or violation; (ii) replace or modify such Services with non-infringing products or services with like characteristics which is reasonably satisfactory to Customer; or (iii) in the event Vendor is unable, after exercising its best efforts to implement one of the options set forth in subsection (i) or (ii) above, refund to Customer all amounts prepaid by Customer to Vendor for the Services.

9. **Compliance with Other Laws & Requirements.**

- 9.1. **Sanction Certification.** Vendor hereby acknowledges that, to the best of its knowledge, neither Vendor, any of Vendor's Subcontractors nor any of their respective employees have been listed by a federal agency as debarred, suspended, or excluded from, or otherwise ineligible for, participation in federal procurement and non-procurement programs or federally funded healthcare programs. Vendor certifies that it will notify Customer in writing as soon as reasonably possible upon becoming aware of any of the above.

- 9.2. **Conflict of Interest, Gift Disclosure and Limit on Gifts from Vendor.** While this Agreement is in effect:

9.2.1. Vendor shall disclose to Customer in writing any prior, existing, or planned arrangements, interest or financial stake in Vendor's business, of which Vendor is actually aware, by any Customer Board Members, Officers, employees, members of the medial staff, contracted staff, or

family members of such individuals. The disclosure shall be made within five (5) days of Vendor becoming aware of any such arrangement, interest or financial stake in the format attached hereto and incorporated herein as **Exhibit 4**. Failure to comply with this provision is a breach of a material provision of this Agreement.

9.2.2. Vendor shall disclose to Customer any prior, existing or planned gifts, trips, or other items of value with a total accrued value of more than \$250 provided by Vendor to any of the following individuals: an officer, board member, employee, member of the medical staff or contacted staff of Customer, including family members of such individuals. The disclosure shall be made within five (5) days of Vendor becoming aware of any such transaction in the format attached hereto and incorporated herein as **Exhibit 4**. Additionally, Vendor shall not give gifts to any referral source in excess of the amount which is allowed under Customer's Gifts, Meals and Entertainment to or from Referral Sources Policy, regardless of whether such gifts are disclosed pursuant to this Section. Failure to comply with this provision is a breach of a material provision of this Agreement.

9.2.3. Neither Vendor or Customer are by virtue of this Agreement or otherwise, knowingly or willfully offering, paying soliciting or receiving remuneration in return for referring an individual to or from each other for the furnishing of an item or service reimbursed under a federal healthcare program. Pricing and compensation terms herein are intended to be fair market value for the products and/or services provided and commercially reasonable, and do not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made, in whole or in part, under Medicare or another federal or state health care program.

- 9.3. FDA-Approved Products. Vendor is responsible for indicating whether any part of the Products has been FDA-approved or received FDA clearance and, if not so approved or cleared (but required to be), detail where that part of the Products stands in the approval process. Copies of any approval/clearance documentation issued to Vendor by the FDA will be provided to Customer upon Customer's request. If recall or modification of any Product is required by the FDA or voluntarily recommended or required by Vendor, Vendor shall, at its sole cost and expense, immediately notify Customer in writing of such recall or modification; remove, package, and ship to Vendor's plant the affected Product; and at no additional charge to Customer replace such Product with a product that has been evaluated and accepted by Customer as sufficiently comparable to the recalled Product. If no sufficiently comparable Products are available, as determined by Customer, Vendor shall promptly issue Customer a refund for all recalled Products.
- 9.4. Mercury-Free Requirements. Vendor represents and warrants that the Products provided by Vendor to Customer pursuant to the terms of this Agreement will not contain mercury. Vendor is responsible for determining and indicating whether any Product or any part of the Product contain mercury. If Products offered by Vendor contain mercury, prior to the purchase of such Products, Vendor shall identify the Products, specify the amount of mercury contained in the Products and advise of comparable mercury-free alternatives. Prior to the delivery of any Products containing mercury to a Customer, Vendor shall provide prior written notice to Customer and Customer may, in its sole discretion, reject such Products at no cost to Customer.
- 9.5. The Joint Commission. To the extent applicable with respect to providing the Services, Vendor agrees to cooperate with Customer as necessary for Customer to meet or exceed any standards and requirements of The Joint Commission ("TJC"), as they currently exist and as they may be amended in the future, and will assist Customer in preparation for, during, and in responding to TJC reviews.
- 9.6. Robinson-Patman Act. Vendor warrants that, except as expressly indicated otherwise herein, Vendor has not relied upon the Non-Profit Institutions Act exemption to the Robinson-Patman Act, 15 U.S.C. Section 13 et seq., for pricing on any Service supplied under this Agreement.

- 9.7. Safety Data Sheets. As required by state and federal regulations, and TJC standards, Vendor shall provide Safety Data Sheets (“SDS”) for all Deliverable containing and/or using hazardous materials. Vendor will identify Deliverables for which a SDS may be required, and will provide SDS copies for end users, such as Customer’s departments relating to central distribution, receiving, and corporate procurement services.
- 9.8. Occupational Safety & Health Administration Requirements. All Services to be performed on Customer’s premises shall be designed and constructed in accordance with standards as set forth by the Occupational Safety and Health Administration. Electrical equipment shall, at Vendor’s expense, be certified to meet at least one of the following approvals: Underwriter’s Laboratory (UL); Dash, Strauss and Goodhue (DS&G); Canadian Standards Association (CSA); MET Electrical Testing Co., Inc. (MET); Electrical Testing Laboratory (ETL); or an acceptable equivalency rating from other testing agencies approved by Customer.
- 9.9. Fraud & Abuse Laws. The parties acknowledge and agree at all times during the term of this Agreement to comply with all applicable federal, state and local laws in performing its/his/her obligations hereunder, including but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other federal and state laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws. Customer has adopted policies and procedures meant to detect and prevent fraud, abuse and waste; such policies and procedures are available upon request.
- 9.10. Code of Conduct. Vendor agrees that it will cooperate at all times with Customer’s Code of Conduct, as applicable, which is available upon request.
- 9.11. Requirements under the Law. This Agreement is deemed to include all provisions specifically required by law to be incorporated herein. If Vendor performs any work contrary to such laws or regulations, Vendor shall promptly, without cost or expense to Customer, modify its performance as necessary to so comply.
- 9.12. New Laws or Requirements. If, during the term of this Agreement, any federal, state or local government body or agency, or any court or administrative tribunal, passes, issues, or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment which, in the good faith judgment of either party: (a) causes one or both of the parties to be in violation of any applicable law, rule or regulation as a result of this Agreement, (b) restricts, limits, or in any way substantially changes the method or amount of payment for Services, or (c) otherwise materially and adversely affects either party’s rights or obligations under this Agreement, then the affected party may give the other party notice of the problem and of its intent to amend this Agreement so as to eliminate the problem. The parties shall then negotiate in good faith to resolve the problem while at the same time preserving, to the fullest extent possible, the substance of this Agreement. If this Agreement is not amended to the reasonable satisfaction of the affected party within thirty (30) days after notice is given (or sooner, if required by law), said affected party may terminate this Agreement immediately upon written notice to the party.
- 9.13. Modifications or Amendments for Compliance Purposes. The parties agree that this Agreement shall be modified or amended as may be reasonably deemed necessary by Customer in order to bring this Agreement into compliance with all presently applicable laws, regulations, procedures or rulings (and with any such laws, regulations, procedures or rulings or changes therein which may in the future become applicable), pertaining to or affecting Customer’s existing or future tax-exempt financing or tax-exempt status. Customer shall give written notice of the need to so modify or amend this Agreement as soon as reasonably possible upon finally making its determination thereof. Should Vendor not have executed the amendment and modification of this Agreement

within thirty (30) days after Customer's written notice to Vendor, Customer may recover from Vendor any payment that is determined by a court or government agency to be illegal or inconsistent with Customer's tax exempt status.

- 9.14. Subcontractors; Recordkeeping. Vendor shall, and shall require all of its Subcontractors to, keep all records, file all reports and otherwise comply with all federal, state and local laws and regulations applicable to the Services including, without limitation, the Occupational Safety and Health Act of 1970, the Fair Labor Standards Act of 1939, Executive Order No. 11246 governing equal employment opportunity, and all other laws and Executive Orders and pertinent rules and regulations adopted there under applicable to vendors of the U.S. government.
- 9.15. Access to Records. To the extent required under 42 C.F.R. 420.302, Vendor agrees that for a period of four (4) years following the termination of this Agreement, it shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services (HHS) or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement and any books, documents and records of Vendor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Vendor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with related organizations (as that term is defined under federal law), Vendor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the Subcontractor. If Customer is requested to disclose books, documents or records pursuant to this Agreement for purposes of an audit, it shall notify Vendor of the nature and scope of such request. These requirements are effective as of the date of execution of this Agreement, and pertain to all records, which have or should have been maintained on or after that date. This Agreement pertains solely to the maintenance and disclosure of specified records and shall have no effect on the rights of the parties to this Agreement to make assignment or delegations.
10. Dispute Resolution; Remedies. If a dispute arises in connection with this Agreement, including an alleged breach of any representation, warranty or covenant ("Dispute"), the parties agree to use the procedure set forth in this Section in good faith prior to pursuing judicial remedies. Within ten (10) days after any party gives written notice of a Dispute to the other party, a meeting shall be held between representatives from each party who have decision-making authority to resolve the Dispute (subject to board of directors or equivalent approval, if required). The representatives will attempt in good faith to negotiate a resolution of the Dispute within thirty (30) days. After thirty (30) days, if the parties have been unable to resolve the Dispute, then both parties may pursue other remedies.
11. Vendor's Use of Logos. Vendor shall not use the name, service marks, trademarks, trade names or logos, or any variation or acronym thereof, of Customer or its Affiliate, for any purpose (e.g., any advertising, promotional, or sales literature), without the prior written consent of Customer, which consent may be provided or withheld in Customer's sole and absolute discretion. If an individual's name is involved in any proposed use, the prior written consent of Customer and of the person whose name is sought to be used, shall both be required, which consent may be provided or withheld in Customer's and the individual's sole and absolute discretion.
12. Force Majeure. Neither party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations hereunder, to the extent and for the length of time that performance is rendered impossible owing to acts of God, public insurrections, floods, fires, strikes, lockouts or other labor disputes, epidemics, pandemics and other circumstances of substantially similar character beyond the reasonable control of, and not reasonably foreseeable by, the affected party (collectively, "Force Majeure"). Any party so affected shall (a) use all reasonable efforts to minimize the effects thereof; and (b) promptly notify the other party in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party shall

promptly resume performance after it is no longer subject to Force Majeure. Vendor shall not be entitled to payment with respect to any period of non-performance during any Force Majeure event and shall refund to Customer any prepaid fees with respect to any such period within forty-five (45) days of the cessation of the Force Majeure event.

13. Miscellaneous.

13.1. Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, regardless of applicable principles of conflicts of laws. The parties irrevocably submit to the exclusive jurisdiction of (a) the Courts of the State of Maryland, and (b) if federal jurisdiction exists, to the United States District Court for the District of Maryland, for the purposes of any suit, action, or other proceeding arising out of this Agreement. The parties hereby irrevocably waive any objection, including that of inconvenient forum that they may now or hereafter have to the laying of venue for any suit, action or proceeding arising out of or relating to this Agreement in the Courts of the State of Maryland, or in the United States District Court for the District of Maryland. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

13.2. Entire Agreement, Amendments & Precedence. This Agreement constitutes the entire agreement between Vendor and Customer. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties relating to the sale and performance of Services. This Agreement may not be amended except by a writing signed by an authorized representative of Customer and Vendor.

In the event of any conflict between the terms and conditions of this Agreement and those in any Schedule, this Agreement shall control unless the provision of the respective Schedule specifically states that a provision in this Agreement, with a reference to the applicable Section, is intended to be modified, amended or superseded by that respective Schedule, and in such a case such terms and conditions of that Schedule shall control. For the avoidance of doubt, a blanket statement in any Schedule that such Schedule is to prevail over this Agreement shall not be effective unless it meets the specific requirements of this Section. Such modification, amendment, or supersession shall apply only with respect to the individual Schedule and not with respect to any other Schedule(s).

While this Agreement creates certain obligations between the parties, it does not create an obligation of either party to enter into any SOW.

13.3. Independent Contractor. It is expressly acknowledged by the parties hereto that Vendor and its Personnel are independent contractors of Customer and nothing in this Agreement, and no course of dealings between the parties, is intended or shall be construed to create an employment or agency relationship or a partner or joint venture relationship between the parties or between a party and the other party's Personnel. Neither party is an agent of the other party and neither party shall have any right or authority to make any contract, sale or other agreement in the name of or for the account of the other party, or to make any representation, or to assume, create or incur any obligation or liability of any kind, express or implied, on behalf of the other party. Customer is not responsible for any applicable income tax, unemployment insurance, Social Security, or any other withholding pursuant to any law or requirement of any governmental body related to Vendor's Personnel. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Vendor or its Personnel in connection with this Agreement, Customer shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussion or negotiation is initiated.

- 13.4. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceable part thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.
- 13.5. Assignment. Neither Customer nor Vendor may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. Notwithstanding the foregoing, a party may assign this Agreement to any subsidiary or parent corporations, now or hereinafter existing (“Permitted Assignee”) and will provide the non-assigning party prompt written notice of any such assignment; provided further that any such assignment may only be permitted where the responsibilities or obligations of the assigning party are not modified from what is set forth in this Agreement, the responsibilities or obligations of the non-assigning party, are not increased by such assignment, and the rights and remedies available to the non-assigning party are not adversely affected by such assignment. For purposes of this Section, “assignment” shall include any assignment by operation of law and any change in control of Vendor. To the extent any Permitted Assignee does not comply with the requirements in this Agreement at the time of assignment, including but not limited to the insurance requirements herein, such assignment shall be considered void and the contracting party shall remain liable to the other party under this Agreement.
- 13.6. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be given in writing, signed by or on behalf of the party giving such notice, sent to the notice addresses specified on the signature page below, and will be deemed given when: (i) delivered in person; (ii) verified by written receipt, if deposited in the United States mail, postage pre-paid, registered or certified mail; (iii) the next business day, if sent by nationally recognized overnight courier; (iv) verified by automated receipt or electronic logs if sent by fax; or (v) sent via email to the business owner set forth on the signature page hereof copying Customer’s Vice President of Supply Chain, currently PatrickVizzard@umm.edu); provided, however, fax and email shall be insufficient for providing non-routine legal notices such as indemnification claims, breach notices, and termination notices. Each party shall keep their respective contact details current and accurate and shall notify the other party in writing of any changes to such details as set forth in this Section.
- 13.7. Headings. Headings used to identify a paragraph have been included only for convenience and are not intended to contain or completely identify the contents of the paragraph.
- 13.8. Time of the Essence. Time is of the essence in this Agreement.
- 13.9. Third Party Beneficiaries. It is the express intention of Customer that the Customer Indemnitees shall be third party beneficiaries of this Agreement.
- 13.10. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the applicable party.
- 13.11. Successors & Assigns. Except as otherwise provided, this Agreement shall be binding upon, and inure to the benefit of, Customer, Vendor, and their respective successors and permitted assigns.
- 13.12. Language. This Agreement was prepared and written in English. Any non-English translations of this Agreement which may be made available are provided for convenience only and are not valid or legally binding.

- 13.13. Counterparts. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by email, fax transmission or other comparable means.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

VENDOR'S NAME:

UNIVERSITY OF MARYLAND MEDICAL SYSTEM CORPORATION, FOR ITSELF AND ON BEHALF OF THE AFFILIATES LISTED IN SCHEDULE A HERETO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTICE ADDRESS:

**NOTICE ADDRESSES:
TO BUSINESS OWNER:**

[Redacted]
[Redacted]
[Attention: _____]

[Redacted]
[Redacted]
[Attention: _____]
[Email: _____]
[Fax: _____]

WITH A COPY TO UMMS GENERAL COUNSEL:
University of Maryland Medical System Corporation
250 West Pratt Street, 24th Floor
Baltimore, Maryland 21201
Attention: General Counsel

& A COPY TO UMMS DEPUTY GENERAL COUNSEL:
Vice President, Deputy General Counsel
Office of the General Counsel
University of Maryland Medical System Corp.
900 Elkridge Landing Road, 1W-167
Linthicum, MD 21090

Attachments:

- Schedule A - UMMS and Affiliates Addresses
- Schedule A-1 - Letter of Participation Form
- Schedule B - Description of Services, Pricing & SOW
- Schedule C - Travel & Reimbursement Guidelines
- Schedule D - Insurance

- Exhibit 1 - Business Associate Agreement/Attestation
- Exhibit 2 - Vendor Intellectual Property Assignment Addendum
- Exhibit 3 - Vendor Data Security Addendum
- Exhibit 4 - Vendor Disclosure

SCHEDULE A

Affiliates of the University of Maryland Medical System Corporation

This Agreement between UMMS and Vendor extends to the Affiliates' facilities listed below. The Affiliates may, in their sole discretion, request Services from Vendor.

University of Maryland Medical System Corporation 250 West Pratt Street Baltimore, MD 21201	MD Tax ID # 31089288 Fed Tax ID # 52-1362793
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University of Maryland Medical Center, LLC 22 South Greene Street Baltimore, MD 21201 Telephone: 410-328-3184	MD Tax ID # 31206365 Fed Tax ID # 32-0443777
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James Lawrence Kernan Hospital, Inc. d/b/a University of Maryland Rehabilitation and Orthopaedic Institute 2200 Kernan Drive Baltimore, MD 21207 Telephone: 410-448-2500	MD Tax ID # 31054639 Fed Tax ID # 52-0591639
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Maryland General Hospital, Inc. d/b/a University of Maryland Medical Center Midtown 827 Linden Avenue Baltimore, MD 21201 Telephone: 410-225-8000	MD Tax ID # 31001457 Fed Tax ID # 52-0591667
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Baltimore Washington Medical Center, Inc. d/b/a University of Maryland Baltimore Washington Medical Center 301 Hospital Drive Glen Burnie, MD 21061 Telephone: 410-787-4000	MD Tax ID # 31001358 Fed Tax ID # 52-0689917
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Shore Health System, Inc. d/b/a University of Maryland Shore Medical Center at Easton 219 South Washington Street Easton, MD 21601 Telephone: 410-822-1000	MD Tax ID # 31003024 Fed Tax ID # 52-0610538
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Chester River Hospital System, Inc. d/b/a University of Maryland Shore Medical Center at Chestertown 100 Brown Street Chestertown, MD 21620 Telephone: 410-778-3300	MD Tax ID # 31001705 Fed Tax ID # 52-0679694
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Shore Health System, Inc.
d/b/a University of Maryland Shore Medical Center at Dorchester
300 Byrn Street
Cambridge, MD 21613
Telephone: 410-822-1000

MD Tax ID # 31003024
Fed Tax ID # 52-0610538

Upper Chesapeake Medical Center, Inc.
d/b/a University of Maryland Medical Center
500 Upper Chesapeake Drive
Bel Air, MD 21014
Telephone: 443-643-1000

MD Tax ID # 31104194
Fed Tax ID # 52-1253920

Harford Memorial Hospital, Inc.
d/b/a University of Maryland Harford Memorial Hospital
501 South Union Avenue
Havre de Grace, MD 21078
Telephone: 443-843-5000

MD Tax ID # 31002646
Fed Tax ID # 52-0591484

Civista Medical Center, Inc.
d/b/a University of Maryland Charles Regional Medical Center
5 Garrett Avenue
PO Box 1070
La Plata, MD 20646
Telephone: 301-609-4000
Toll Free: 800-422-8585

MD Tax ID # 31002349
Fed Tax ID # 52-0445374

University of Maryland St. Joseph Medical Center, LLC
d/b/a University of Maryland St. Joseph Medical Center
7601 Osler Drive
Towson, MD 21204
410-337-1000

MD Tax ID # 31205553
Fed Tax ID # 35-2445106

Mt. Washington Pediatric Hospital
1708 West Rogers Avenue
Baltimore, MD 21209-4596
Telephone: 410-578-8600

MD Tax ID # 31001713
Fed Tax ID # 52-0591483

Dimensions Health Corporation
d/b/a University of Maryland Capital Region Medical Center
901 N. Harry S. Truman Drive
Largo, MD 20774
Telephone: 301-618-2000

MD Tax ID # 31083109
Fed Tax ID # 52-1289729

Dimensions Health Corporation
d/b/a University of Maryland Laurel Regional Medical Center
7300 Van Dusen Road
Laurel, MD 20707
Telephone: 301-725-4300

MD Tax ID # 31083109
Fed Tax ID # 52-1289729

Dimensions Health Corporation
d/b/a University of Maryland Bowie Health Center

MD Tax ID # 31083109
Fed Tax ID # 52-1289729

15001 Health Center Drive
Bowie, MD 20716
Telephone: 301-262-5511

Dimensions Health Corporation
d/b/a University of Maryland Capital Region Surgery Center
14999 Health Center Drive
Bowie, MD 20716
Telephone: 301-809-2000

MD Tax ID # 31083109
Fed Tax ID # 52-1289729

Dimensions Health Corporation
d/b/a University of Maryland Family Health & Wellness Center at
Cheverly
2900 Mercy Lane
Cheverly, MD 20785
Telephone: 301-618-2273

MD Tax ID # 31083109
Fed Tax ID # 52-1289729

Dimensions Health Corporation
d/b/a University of Maryland Health & Wellness Center at Laurel
7350 Van Dusen Road
Laurel, MD 20707
Telephone: 301-618-2273

MD Tax ID # 31083109
Fed Tax ID # 52-1289729

Dimensions Health Corporation
d/b/a University of Maryland Health & Wellness Center at Suitland
5001 Silver Hill Road
Suitland MD 20746
Telephone: 301-618-2273

MD Tax ID # 31083109
Fed Tax ID # 52-1289729

University of Maryland Quality Care Network
920 Elkridge Landing Road, 4th Floor
Linthicum, MD 21090
Telephone: 1-833-866-7726

Fed Tax ID # 37-1824357

UMMS Ambulatory Care, LLC
14237 Jarrettsville Pike
Phoenix, MD 21131

Fed Tax ID # 84-4670595

UMMS Ambulatory Care, LLC
1730 Merritt Boulevard
Dundalk, MD 21222

Fed Tax ID # 84-4670595

UMMS Ambulatory Care, LLC
600 E. Belvedere Avenue, Suite A
Baltimore, MD 21212

Fed Tax ID # 84-4670595

UMMS Ambulatory Care, LLC
711 West 40th Street, Suite 173
Baltimore, MD 21211

Fed Tax ID # 84-4670595

UMMS Ambulatory Care, LLC
2315 Bel Air Road, Suite C1
Fallston, MD 21047

Fed Tax ID # 84-4670595

UMMS Ambulatory Care, LLC
744 South Philadelphia Boulevard, Suite B
Aberdeen, MD 21001

Fed Tax ID # 84-4670595

UMMS Ambulatory Care, LLC
1528 Rock Spring Road, Suite 100
Forest Hill, MD 21050

Fed Tax ID # 84-4670595

UMMS Ambulatory Care, LLC
8 Denton Plaza
Denton, MD 21629

Fed Tax ID # 84-4670595

UMMS Ambulatory Care, LLC
28522-C Marlboro Avenue
Easton, MD 21601

Fed Tax ID # 84-4670595

SCHEDULE A-1
LETTER OF PARTICIPATION FORM

Vendor:	
Products and/or Services:	
Effective Date of Master Agreement:	_____, 20__
Expiration Date of Master Agreement:	_____, 20__

This Letter of Participation is entered into by and between _____ (“Vendor”) and the undersigned for itself (“Affiliate”). By executing this Letter of Participation, the Affiliate hereby agrees to abide by the terms and conditions set forth in the _____ (“Agreement”) between Vendor and UMMS which was effective as of _____, 202_.

VENDOR:

AFFILIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTICE ADDRESS:

NOTICE ADDRESS FOR BUSINESS OWNER:

 Attention: _____

 Attention: _____
 Email: _____
 Fax: _____

SCHEDULE B

DESCRIPTION OF SERVICES, PRICING & SOW

1. Title:

In a few words, identify as clearly as possible what the requirement is about; as with a book, the title should get the picture across rapidly.

2. Objectives:

Defines the “why”. The objective section states the business objectives of the project, and a high-level overview of the solution. This ensures that we have clarity as to why we are performing this work.

3. Scope:

Describe, in general terms, the range, extent and boundaries of the work and the duration of the overall project.

4. Describe Vendor’s qualifications to perform “Title” services, include any Certifications or Licensing that are required by Federal, State or Local governing entities:

What is Vendor’s experience in providing the Products/Services to similar healthcare vendors.

5. Tasks including any key assumptions:

Identify all the tasks to be performed by Vendor to reach the stated objective(s). This should include a detailed description of what is to be accomplished, the methodology to be used, the sequence in which the work is to be done, the required schedule for completion of each task and, even sometimes the milestones.

6. Deliverables by Vendor:

Specify all the reports and other Deliverables that are required (by task or phase of the Services, as applicable), and state the required delivery date for each one. Note that Deliverables can only be requested based on an established Tasks (Section 5 above).

Describe the format in which Deliverables are to be presented: in electronic format (specify what software), in hardcopy (specify number of copies required in each official language), etc.

The approval and acceptance requirements for all Deliverables must be clearly spelled out.

7. Deliverables and/or specific requirements of UMMS:

Specify all information or other Deliverables that must be provided by UMMS. By position title, who at UMMS will need to be involved and describe the time commitment.

8. Vendor Performance Monitoring:

UMMS requires a performance based contract. Identify requirements that define Services in measurable terms; performance standards, such as quality and timeliness tied to performance requirements; a quality assurance plan describing how performance is measured against standards.

Recommended Evaluation Criteria and Key Performance Indicators

8.1. Evaluation Criteria: Is the actual performance meeting the contractual requirements?

Key Performance Indicator: up-time; response times; quarterly meetings; implementation timelines; vendor's management and communication of incidents; extent of unfilled Product orders or Service requests; extent of supply issues.

8.2. Evaluation Criteria: Relationship Management.

Key Performance Indicator: Has Vendor effectively managed relations with key stakeholders; has Vendor, ensured corrective actions are managed properly; has Vendor's escalation procedures been effective; has Vendor's performance been consistent throughout the duration of the Agreement; are there unnecessary or insufficient restrictions; how does Vendor manage unanticipated adverse events?

8.3. Evaluation Criteria: Communication.

Key Performance Indicator: Responsiveness to UMMS concerns and needs; corrective actions and expectations being managed and communicated effectively; are Service requests being documented and communicated effectively?

8.4. Evaluation Criteria: Document Management and Reporting.

Key Performance Indicator: Is Vendor providing activity, status and performance reports; are Vendor's invoices accurate and reflective of contractual requirements; are the supporting documents such as cost reports, third party receipts for expenses, detailed client information, etc. adequately support the request for payment; documentation of credits issued during previous quarter; YTD sales compared with previous YTD.

8.5. Evaluation Criteria: End-user satisfaction surveys.

Key Performance Indicator: How do end users define the quality of Vendor's performance; how does Vendor compare with other vendors providing similar Products and performing similar Services.

9. Joint Commission Requirements for Patient Care Service Contracts:

Joint Commission expectations for oversight of care, treatment, and services provided through contractual agreement. The only contractual agreements subject to the requirements in Standard LD.04.03.09 are those for the provision of care, treatment, and services provided to the Affiliate hospital's patients. This standard does not apply to contracted Services that are not directly related to patient care.

Standard LD.04.03.09

Care, treatment, and services provided through contractual agreement are provided safely and effectively. The same level of care should be delivered to patients regardless of whether services are provided directly by the Affiliate hospital or through contractual agreement.

The expectations that leaders set for the performance of contracted Services should reflect basic principles of risk reduction, safety, staff competence, and performance improvement.

Elements of Performance for LD.3.50

- 9.1. Clinical leaders and medical staff have an opportunity to provide advice about the sources of clinical services that are to be provided through contractual agreement.
- 9.2. The Affiliate hospital describes in writing the nature and scope of services provided through contractual agreements. Documentation required.
- 9.3. Designated leaders approve the contractual agreements. Documentation required.
- 9.4. Leaders monitor contracted Services by establishing expectations for the performance of the contracted Service.
- 9.5. Leaders monitor contracted Services by communicating the expectations in writing to the Vendor of the contracted Services. Documentation required.
- 9.6. Leaders monitor contracted Services by evaluating these services in relation to the Affiliate hospital's expectations.
- 9.7. The leaders take steps to improve contracted Services that do not meet expectations.
- 9.8. When contractual agreements are renegotiated or terminated, the Affiliate hospital maintains the continuity of patient care. Direct impact EP.
- 9.9. Reference and contract laboratory services meet the federal regulations for clinical laboratories and maintain evidence of the same. Documentation required.

10. Location of Services:

Identify where the Vendor is expected to do the Services (i.e. Vendor's or UMMS facility). Sample wording for the two choices are as follows:

Choice 1, Services to be provided at Vendor's facilities

The Services will be performed at Vendor's own place of business or offices and Vendor must provide adequate workspace and office equipment to ensure the uninterrupted flow of contracted Services at no additional cost to UMMS.

Choice 2: Services to be provided at UMMS facilities

All Services are to be provided on-site at UMMS facilities, (address). UMMS may be required to provide sufficient office space, general-purpose office furniture and equipment/services. All of the above provisions will be negotiated and be subject to the availability of suitable office facilities.

11. Meetings:

Provide details of the control procedures to be applied by the identified user during the performance of the Services, including progress meetings, acceptance meetings, demonstrations, etc. The Agreement must clearly indicate the expected frequency and the location of any meetings and, in the case of acceptance meetings and demonstrations, specific target dates and locations for these events should be given, where possible.

12. Annual Business Reviews:

Vendor shall prepare/present an at minimum an annual report of the Services performed in a format acceptable to UMMS. Some engagements will require more frequent reviews. As a minimum, each Annual Business Review should include but is not limited to the following information:

- 12.1. All significant activities performed by category/sub-class during the applicable period broken out by Affiliate.

12.2. A description of any problems encountered during the applicable period, which are likely to require UMMS's or the Affiliate's attention.

12.3. Any recommendations relating to the conduct of the Services.

12.4. Opportunities for savings through rate reductions, standardization, or other implementation of best practices.

13. Travel:

Where applicable, provide as much information as possible regarding any necessary travel that will be required on the part of the Vendor in order to perform the Services. All travel will require prior approval of the UMMS and must comply with UMMS guidelines.

14. Pricing:

Defines the "how much". This must be a detailed Schedule. Is this fixed fee? Is the pricing firm for the duration of the Agreement? Are additional discounts offered for increased volume?

SCHEDULE C

TRAVEL & REIMBURSEMENT GUIDELINES

This Schedule sets forth the governing terms conditions for reimbursement of Vendor-related travel and expenses incurred while conducting business pursuant to the Agreement.

1. Lodging

- Lodging reimbursement is limited to distances exceeding 100 miles of located work assignment.
- Reimbursement rate shall not exceed \$140/night (plus tax) per each eight-hour work day of engagement.
- Hotel cancellations must be made 24 hours in advance. If Vendor Personnel fails to provide required notice, or if he/she is a “no show,” Vendor will be responsible for all lodging fees.
- Accommodations should be reserved at hotels within closest proximity of work location.
- A list of suggested hotels with established UMMS rates will be furnished upon request.

2. Transportation

- Round-trip airfare expense shall not exceed \$500 (domestic) and \$600 (international).
- Airport parking and tolls are reimbursable as associated with work assignment.
- Rental cars must be requested in writing and pre-approved by reporting UMMS Manager with copy of approval and related gas receipts submitted with invoice.
- Rental cars are limited to mid-sized vehicles.
- Expenses related to personal-owned vehicles are reimbursable at the lesser cost between air travel or mileage. UMMS does not insure Vendor, Vendor Personnel, or their vehicles for liability.
- Expenses associated with travel to and from work site, airport, and hotel are reimbursable to the extent that hotel shuttle service or light rail are unavailable. Tipping for cab fare is reimbursable at 15%.
- UMMS will not reimburse for fares to obtain meals.

3. Per Diem — Meals and Incidentals

The per diem rate for meals shall not exceed \$50/day and reimbursement will be made as follows:

- Full per diem reimbursement requires an eight-hour minimum work day, an overnight stay, and no UMMS-provided meals.
- Half per diem reimbursement requires less than an eight-hour work day, or no overnight stay, or if UMMS provided a meal.
- No per diem reimbursement for hours not worked on-site or for free meals provided by UMMS.
- Tipping of restaurant staff, as well as laundry, dry cleaning, and pressing expenses, is included within the \$50/day rate.

4. Non-Reimbursable Expenses

- Airline upgrades
- Alcoholic beverages and entertainment
- Travel insurance
- Parking fines
- Haircuts and personal grooming
- Incidental expenses such as tipping porters, maids, etc.
- Other expenses not directly related to the business travel, including travel expenses for spouses or other family members

5. **Expense Submission**

- Invoice must detail dates of expenses, UMMS Reporting Manager, PO Number, and itemized expenses
- Copies of valid receipts for all expenses (i.e., airfare, hotel, meals, parking, transportation, etc.) must be submitted with the itemized invoice.
- Vendor/Vendor Personnel should submit invoices along with supporting documentation in accordance with billing instructions provided by UMMS. Vendor/Vendor Personnel must certify that all expenses are true and accurate.
- Invoices will be paid per the terms of the Agreement.

EXPENSES THAT FALL OUTSIDE THE SCOPE OF THESE GUIDELINES MUST BE PRE-APPROVED BY REPORTING UMMS MANAGER.

Questions: Please reach out to the Vendor's reporting UMMS Manager with any questions or concerns.

SCHEDULE D

VENDOR INSURANCE COVERAGE REQUIREMENTS

Workers' Compensation and Employers' Liability

Workers' Compensation

- Statutory

Employers' Liability

- each employee \$1,000,000 Bodily Injury by accident
- each employee \$1,000,000 Bodily Injury by disease
- policy limit \$1,000,000 Bodily Injury by disease

General Liability written on an occurrence form, with minimum limits of coverage of
\$1,000,000 per occurrence
\$3,000,000 annual aggregate

****Inclusive of at least:*

- \$1,000,000 Bodily Injury and Property Damage each occurrence
- \$1,000,000 personal injury and advertising injury each occurrence
- \$1,000,000 products/completed operations

Business Automobile Liability coverage with combined single limit of at least \$1,000,000

Professional Liability coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate

Umbrella/Excess Liability coverage on an occurrence form with minimum limits of \$5,000,000 per occurrence and aggregate

Professional Errors and Omissions Liability coverage, including Network Security, Cyberliability and Privacy Breach coverage with minimum limits of \$5,000,000 aggregate.

UMMS shall be named as an additional insured on each of said policies (excepting Workers' Compensation) which shall include a thirty (30) day notice of cancellation endorsement.

Vendor shall provide Certificate(s) of Insurance, evidencing said coverages at execution of the Agreement, and annually thereafter.

In the event Vendor fails to maintain and keep in force insurance requirements as herein provided, Customer/UMMS shall have the right to terminate the Agreement for cause.

The insurance requirements contained herein are not subject to changes in, or modifications of, coverages, forms and/or limits without prior approval by the Customer/UMMS.

All policies shall be issued by companies who hold a current policyholder's alphabet and financial size category rating of not less than an A- (X) according to AM Best current report.

Insurance shall be at the sole expense of the Vendor and shall continue during the term of the term of the Agreement and for at least three years following termination thereof for any reason.

At the termination of the Agreement, an Extended Reporting Period (Tail) Policy shall be required for the applicable Statute of Limitations for all claim made policies.

EXHIBIT 1

BUSINESS ASSOCIATE AGREEMENT

(ATTACHED)

Notice to Vendor: The BAA is a stand-alone separate agreement, incorporated for reference. Any revisions to the UMMS Business Associate Agreement will require review/approval from UMMS Corporate Compliance & Business Ethics Group (All edits should be sent to BAA@umm.edu), UMMS Office of General Counsel, and UMMS IT Security.

In addition, UMMS requires a vendor risk assessment be conducted for potential Business Associates. The business owner shall complete a vendor risk assessment intake form to determine the level of review required. Please contact IS&T Security at ITS-SecurityTeam@umm.edu for a copy of the Intake Form.

OR

SEE NEXT PAGE FOR

ATTESTATION-VENDOR IS NOT BUSINESS ASSOCIATE

ATTESTATION-VENDOR IS NOT BUSINESS ASSOCIATE

As it relates to the entity identified in the body of the underlying Agreement (“Vendor”) supplying the Services described in Schedule B of the underlying Agreement to University of Maryland Medical System Corporation (“Customer”), Vendor declares it does not have a Business Associate relationship with Customer, as defined by HIPAA because (initial one):

_____The parties acknowledge and agree that while performing Services under the Agreement, Vendor will not create, receive or attempt to access “Protected Health Information” as such term is defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations, including without limitation the Privacy, Security, Breach Notification, and Enforcement Rules, codified at 45 C.F.R. Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act, and as may be further amended in the future (“HIPAA”); or,

_____ Vendor qualifies as exempt from the business associate standard under an applicable HIPAA exception.

Accepted and Acknowledged By:

VENDOR

UNIVERSITY OF MARYLAND MEDICAL SYSTEM CORPORATION, *FOR ITSELF AND ON BEHALF OF ITS AFFILIATES*

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 2

Intellectual Property Assignment Addendum

This Intellectual Property Assignment Addendum (“Addendum”) dated concurrently with the underlying Master Purchase Agreement to which this Addendum is attached (“Effective Date”) is by and between the University of Maryland Medical System Corporation, a Maryland non-stock corporation, with its principal office located at 250 West Pratt Street, 24th Floor, Baltimore, MD 21201 (“UMMS”), for itself and on behalf its Affiliates, and the undersigned vendor (“Vendor”). This Addendum amends and forms part of that certain Master Purchase Agreement between Vendor and Customer dated concurrently with this Addendum (“Agreement”). Capitalized terms used but not defined will have the meanings set forth in the Agreement.

NOW THEREFORE, in addition to the obligations set forth in the Agreement and in consideration of the mutual promises and covenants in the Agreement and in this Amendment, UMMS and Vendor have agreed to the following terms regarding the ownership of the Assigned IP (defined herein) created in connection with the Services:

- A. Assigned IP.** In connection with the Services provided to UMMS, Vendor has created and may continue to create certain intellectual property (collectively, the “Assigned IP”). UMMS and Vendor agree that the Assigned IP includes any and all intellectual property rights related to the Services and Deliverables, all derivative works, and any other similar proprietary rights in any jurisdiction, whether registered or unregistered, including all rights and interests pertaining to or deriving from all:
1. inventions, invention disclosures, discoveries and improvements (whether or not patentable), issued patents and patent applications, and counterparts claiming priority therefrom and all rights to claim priority thereto, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof (together, the “Patents”);
 2. trademarks, service marks, certification marks, collective marks, logos, symbols, slogans, trade dress, trade names (including social media corporate identifiers), corporate names, domain names, other source or business identifiers, together with all of the goodwill of the business associated with each of the foregoing (together, the “Trademarks”);
 3. works of authorship and other copyrightable subject matter (including, but not limited to, software code, compilations of data, and website content), whether or not published, and all translations, derivative works, adaptations, compilations, and combinations of the foregoing, and all moral rights therein (together, the “Copyrights”);
 4. trade secrets, know-how, confidential information, procedures, proprietary information, information that derives economic value from not being generally known, and any other information that would constitute a trade secret as defined in the Uniform Trade Secrets Act and under corresponding foreign statutory Law and common law; and
 5. all other intellectual property or proprietary rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including, without limitation, rights to recover for past, present and future violations thereof.
- B. Assignment.** Vendor does hereby irrevocably assign, transfer, convey and deliver by way of present assignment all right, title and interest in and to the Assigned IP to UMMS, as fully and entirely as the same would have been held and enjoyed by Vendor if the parties had not entered into this Addendum, including but not limited to:

1. All right, title and interest, in and to the Trademarks, including all of the goodwill of the business associated with the Trademarks, together with that portion of Vendor's business to which the Trademarks pertain, all registrations and pending applications for the Trademarks, and any renewals of the registrations;
2. All right, title and interest in and to the Patents;
3. All right, title and interest in and to the Copyrights, and all subsidiary rights in and to the Copyrights, including: (i) all author's rights, and other intellectual property rights embodied in and/or associated with the Copyrights, including any enhancements, arrangements of and modifications to the Copyrights; (ii) the right to prepare, modify, reproduce, distribute, sell, license, or transfer the Copyrights, any compilations including the Copyrights, and derivative works based on the Copyrights, including but not limited to, any and all original works of authorship fixed in any tangible medium (whether it be print, paper, electronic, digital, computer-generated, machine-readable, embodied on or within physical products, or otherwise) based on the Copyrights; (iii) all copyright licenses and interests of every kind and nature; (iv) all copyright and other intellectual property registrations and applications relating to the Copyrights, and all renewals and extensions thereof, and the right to secure copyright registrations for the Copyrights not already registered; (v) all incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Copyrights; and (vii) all rights to claims, causes of action or remedies related thereto, all causes of action heretofore accrued in Vendor's favor for past, present, and future infringement of the Copyrights, and the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;
4. The right to assign or license the Assigned IP;
5. All causes of action for any previously occurring infringement, misappropriation or violation of the Assigned IP, the right to sue for past and future damages, and the right to receive and retain the proceeds relating to the infringement, misappropriation or violation of the Assigned IP; and
6. All other rights and interests in and to the Assigned IP.

C. Vendor's Representations and Warranties. Vendor represents and warrants that: (1) it is the sole author and creator of the Assigned IP; (2) the Assigned IP is original; (3) the Assigned IP has not been published elsewhere, in whole or in part, and that no agreement to publish the Assigned IP is outstanding; (4) the Assigned IP does not infringe, misappropriate, or otherwise violate any law or any third party's rights; (5) UMMS' use of the Assigned IP will not infringe, misappropriate, or otherwise violate any law or any third party's rights; (6) it has the power and authority to execute, deliver, and perform its obligations under this Addendum; and (7) neither the execution nor delivery of this Addendum nor the performance of Vendor's obligations hereunder will constitute a breach of the terms or provisions of any contract or violate the rights of any third party.

D. Indemnification by Vendor. Vendor shall indemnify, defend and hold harmless UMMS, its Affiliates, and their respective members, directors, officers, stockholders, employees, contractors, representatives, agents, attorneys, successors and permitted assigns (each a "Customer Indemnitee," collectively, the "Customer Indemnitees") from and against any Claim asserted or brought against a Customer Indemnitee alleging that the Assigned IP, the performance of the Services, the use of the Deliverables, the or use of the Assigned IP, infringes, misappropriates or otherwise violates any Patent, Trademark, copyright, trade secret or other intellectual property or proprietary right of any third party. Vendor agrees to defend against, and hold harmless the Customer Indemnitees from any such Claims and to

pay all litigation costs (including the costs of any appellate bonds) and any Damages awarded or resulting from any such Claim.

- E. Further Assurances.** Upon request by UMMS, Vendor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by UMMS to vest full title in and to the Deliverables and/or the Assigned IP in UMMS, or that may be necessary to obtain, renew, issue or enforce rights in the Deliverables and/or the Assigned IP. Vendor hereby authorizes UMMS, and does hereby make, constitute and appoint UMMS, and its officers, agents, successors and assigns, with full power of substitution as Vendor's true and lawful attorney-in-fact, with power, in UMMS' own name or the name of Vendor, to execute any such further papers.
- F. Obligation to Maintain Records.** In addition, Vendor shall maintain logbooks or computerized records of its development of any Deliverables. Upon request, Vendor shall deliver to UMMS all log books, computerized records, notebooks, data, information, records and other material acquired or developed by UMMS under this Addendum or the Agreement, including any technical documentation.
- G. Precedence.** In the event of any conflict between the terms and conditions of this Addendum and those in the Agreement or any Schedule, the terms and conditions in this Addendum shall control.
- H. Counterparts.** Provided that all parties hereto execute a copy of this Addendum, this Addendum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Addendum may be delivered by email, fax transmission or other comparable means.
- I. Choice of Law; Venue.** This Addendum shall be governed by and construed in accordance with the laws of the State of Maryland, regardless of applicable principles of conflicts of laws. The parties irrevocably submit to the exclusive jurisdiction of (a) the Courts of the State of Maryland, and (b) if federal jurisdiction exists, to the United States District Court for the District of Maryland, for the purposes of any suit, action, or other proceeding arising out of this Addendum. The parties hereby irrevocably waive any objection, including that of inconvenient forum that they may now or hereafter have to the laying of venue for any suit, action or proceeding arising out of or relating to this Addendum in the Courts of the State of Maryland, or in the United States District Court for the District of Maryland. In the event of litigation, this Addendum may be filed as a written consent to a trial by the court.
- J. Successors & Assigns.** Except as otherwise provided, this Addendum shall be binding upon, and inure to the benefit of, UMMS, Vendor, and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, UMMS and Vendor have entered into this Addendum as of the Effective Date.

VENDOR

**UNIVERSITY OF MARYLAND MEDICAL
SYSTEM CORPORATION**

Signature

Please Print

Name:

Title:

Date:

Signature

Please Print

Name:

Title:

Date:

EXHIBIT 3
Vendor Data Security Addendum

This Vendor Security Addendum (“Addendum”) dated concurrently with the underlying Master Purchase Agreement to which this Addendum is attached (the “Effective Date”) is by and between University of Maryland Medical System Corporation, a Maryland non-stock corporation with its principal office located at 250 West Pratt Street, 24th Floor, Baltimore, MD 21201 (“Customer”), for itself and on behalf of its Affiliates and the undersigned vendor (“Vendor”). This Addendum amends and forms part of that certain Master Purchase Agreement entered into between Vendor and Customer, dated concurrently with this Addendum] (the “Agreement”). Capitalized terms used but not defined will have the meanings set forth in the Agreement.

1. Vendor Data Security Program Overview.

- 1.1. Vendor shall implement and maintain administrative, physical and technical safeguards that prevent any unauthorized use or disclosure of, or access to, Customer’s Confidential Information. Such safeguards shall include, without limitation, an information security program (the “Vendor Data Security Program”) designed to:
 - 1.1.1. ensure the security and confidentiality of Customer Confidential Information;
 - 1.1.2. protect against any anticipated threats or hazards to the security or integrity of Customer’s Confidential Information;
 - 1.1.3. protect against unauthorized access to or use of Customer’s Confidential Information; and
 - 1.1.4. comply with data protection laws for Confidential Information retained on Vendor’s and Customer’s systems.
- 1.2. The Vendor Data Security Program shall include, without limitation:
 - 1.2.1. adequate physical security of all premises in which Customer’s Confidential Information will be processed and/or stored;
 - 1.2.2. reasonable precautions with respect to the employment of and access to Confidential Information granted to Vendor Personnel, including background checks and security clearances that assign specific access privileges to individuals; and
 - 1.2.3. appropriate network security protections.
- 1.3. Vendor shall update the Vendor Data Security Program as necessary to comply with changes in federal, state, and local laws and regulations pertaining to the privacy and security of Customer’s Confidential Information.
- 1.4. Upon written request by Customer, Vendor shall provide documentation to allow Customer to independently evaluate the efficacy of the Vendor Data Security Program, which documentation shall include, as applicable, (1) SSAE 16; (2) SOC 1 and SOC 2 reports; (3) HITRUST certification; (4) NIST certification; (5) Vendor’s statement of security standards; (6) evidence that Vendor’s Personnel have received HIPAA training; and (7) other documentation or information as reasonably requested by Customer.

2. Security Assessments by Vendor.

- 2.1. Vendor’s Security Program shall provide for regular assessment of the risks to the security of Confidential Information, the Customer Systems or to Vendor’s, or any third party’s systems.
- 2.2. On an annual basis, Vendor shall provide Customer with a SOC 2 Type 2 report (“SOC 2”) prepared in accordance with the AICPA’s AT101 Attestation Engagement standards addressing security, availability, processing integrity, confidentiality and privacy, relating to Vendor sites, systems, software, operations and procedures that are used to perform the

Services. The service auditor's SOC 2 examination report shall include an opinion on the fairness of the presentation of the description based on the description criteria in the AICPA SOC 2 guide and an opinion on the suitability of the design and operating effectiveness of the controls based on the applicable trust services criteria. In lieu of a SOC 2, Vendor may provide an industry standard equivalent report (e.g., a HITRUST certification report) annually to Customer.

3. Security Assessment by Customer.

- 3.1. Customer shall have the right to perform a security assessment on the Vendor. Upon Customer's request, Vendor shall provide information and documentation to allow Customer to perform such a security assessment.
- 3.2. In the event that Customer determines that such security assessment indicates security concerns or issues which require mitigation, in Customer's sole but reasonable opinion, Customer shall so notify Vendor in writing of any such concerns and/or issues with a request for Vendor to provide an action plan for mitigation and/or correction of such concerns and/or issues.
- 3.3. Vendor shall acknowledge receipt of such concerns within five (5) business days, and shall provide an action plan for commercially reasonable correction of such issues and/or concerns within thirty (30) calendar days of receipt of such concerns.
- 3.4. Customer and Vendor shall work together in good faith to address and implement reasonable corrective actions. However, notwithstanding anything contained herein to the contrary, Customer shall have the right to terminate the Agreement in the event that Vendor cannot or does not, in Customer's sole and reasonable discretion, address and correct such concerns.

4. Vendor Data Security Program Elements. The Vendor Data Security Program shall include the following elements. Vendor shall provide Customer with documentation evidencing compliance with these requirements upon request.

- 4.1. Background Checks, Drug Screening and Training. Prior to assigning any Personnel to positions in which they are reasonably expected to have access to Confidential Information, Vendor will comply with Customer personnel security policies and procedures to include: background checks, drug screening, credential verification, etc., and ensure all individuals are trained with respect to Customer's physical and IT security policies and procedures.
- 4.2. Personnel Security. Vendor must notify Customer Human Resources and IT Service Desk of Vendor Personnel transfers or terminations, including sub-contractors and/or third-party Personnel, who possess credentials and/or authenticators or badges to access Customer Information Systems within 24 hours of the decision to transfer or terminate Personnel.
 - 4.2.1. Vendor must immediately notify Customer Human Resources and IT Security Team of Vendor Personnel who are to be terminated or transferred for misconduct. Notification should be communicated by phone call and email not less than 1 hour following Vendor Personnel termination or transfer for cause/misconduct to ensure all Customer technology, credentials, authenticators, and badges have been disabled.
 - 4.2.2. Vendor must have established security requirements including security roles and responsibilities for Personnel, including sub-contractors and third-party providers.
 - 4.2.3. Vendor agrees to comply with Customer personnel security policies and procedures.
- 4.3. Vulnerability Scans. Vendor shall perform internal and external host/network vulnerability scans at least quarterly and after any material change in the host/network configuration, and suspected or substantiated IT security or privacy incidents.

- 4.4. Security Event Logs. Security event-related logs must be preserved and be available online for a minimum of two (2) years and available offline for ten (10) years. This requirement applies to the data sources that are capable of logging data that can be used to enforce accountability, detect a violation of security policy, detect an attempt to exploit vulnerabilities, and/or detect compromises resulting in losses of integrity, confidentiality and availability of Confidential Information, environments, services, systems, and applications. Customer reserves the right to monitor event logs accordingly.
- 4.5. Password Requirements. At a minimum, passwords must be unique and exclusive, at least 8 characters in length, changed at least every ninety (90) days, and must include at least three of the following character types: numeric, upper and lower case letters, and special characters (!@#\$\$%, etc.). Passwords associated with privileged user ids (such as those with administrator/root access privileges) and service accounts (used for machine to machine communications with no humans involved in providing the authentication at time of log in or job submission) must expire within 365 days. The minimum password length for privileged user IDs is 12 characters and 16 characters for service accounts.
- 4.6. Access and Authorization. Vendor will employ physical and logical access control mechanisms to prevent unauthorized access to Customer's Confidential Information and/or Customer Systems and shall limit access to Personnel with a business need to know. Such mechanisms will have the capability of detecting, logging, and reporting access to Customer Systems and Confidential Information, as well as, actions taken while accessing Customer Systems and/or information.
 - 4.6.1. Each person must have an individual account that authenticates the individual's access to Confidential Information. Vendor must not allow sharing of accounts.
 - 4.6.2. Vendor will utilize two-factor authentication for network access/VPN. Vendor will not use e-mail for providing authenticator information to Personnel.
 - 4.6.3. Vendor will revoke Personnel's access to physical locations, systems, and applications that contain or process Confidential Information within twenty-four (24) hours of the cessation of such Personnel's need to access the system(s) or application(s) or immediately if warranted or requested by Customer.
 - 4.6.4. Vendor will notify Customer of any Vendor Personnel transfers or terminations, including sub-contractors, who possess Customer credentials and/or badges within 24 hours of the decision to transfer or terminate.
 - 4.6.5. Vendor will maintain a process to review access controls quarterly for all Vendor Personnel who have access to Confidential Information or Customer Systems. Vendor shall revoke access for any Personnel who no longer have a need for such access. Vendor will maintain the same processes of review and validation for any third-party hosted systems it uses that contain Confidential Information.
- 4.7. Documentation. Vendor must maintain current, accurate, and complete documentation on overall system, network, and application architecture, data flows, process flows, and security functionality for all applications that process or store Customer's Confidential Information.
- 4.8. Data Transmission and Storage. Vendor shall not allow its employees or agents to download, extract, store, or transmit Confidential Information through personally owned computers, laptops, personal digital assistants, tablet computers, cell phones, or similar personal electronic devices.
- 4.9. Change Management. Vendor will employ an effective documented change management program. This includes logically or physically separate environments from production for all development and testing. No Confidential Information will be transmitted, stored or processed in a non-production environment.
- 4.10. Network Security. Vendor will deploy appropriate firewall, intrusion detection/prevention, and network security technology in the operation of the Vendor's systems and facilities.
- 4.11. Malicious Code Protection. All workstations and servers must run anti-virus software. Virus definitions must be updated within twenty-four (24) hours. Vendor will have current

anti-virus software configured to run real-time scanning of machines on a regularly scheduled interval not to exceed seven (7) calendar days. Vendor will scan incoming content for malicious code on all gateways to public networks including email and proxy servers.

- 4.12. **Encryption**. Vendor will encrypt, using industry standard encryption tools that meet the NIST's FIPS 140-2 requirements, all Confidential Information that Vendor: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or storage media, and (iii) stores on portable devices or within the Vendor System.
 - 4.13. **Vulnerability Management**. Vendor shall ensure that all Vendor assets, systems or software used to store, process, transmit or maintain Confidential Information are protected from known, discovered, documented, and/or reported vulnerabilities to external threats to functionalities or security by installing applicable and necessary security patches within a reasonable timeframe. As a baseline for reasonableness, Vendor must, at least, provide critical security patches immediately, high security patches within 1 month of release, medium security patches within 60 days, and low security patches within 90 days. Security patch severity will be categorized using the Common Vulnerability Scoring System and the timeframes begin upon the earlier to occur of: (a) the date Customer notifies Vendor of a vulnerability; (b) the date Vendor becomes aware of the vulnerability; or (c) the date the vulnerability is published with Common Vulnerabilities and Exposures.
 - 4.14. **Penetration Testing**. Vendor shall test the security of its assets, systems and software used to store, process, transmit or maintain Confidential Information as frequently as necessary to confirm that system integrity and security are consistent with current leading industry accepted standards and practices. Vendor is responsible for and shall conduct penetration testing of its own products, assets, systems and software to identify and remediate vulnerabilities in its own environment and to communicate identified vulnerabilities and remediation steps to Customer based on current leading industry accepted penetration testing approaches. Vendor shall provide Customer with Vendor's penetration test results as it relates to assets, systems and software used to store, process, transmit or maintain Confidential Information, including all relevant details regarding each vulnerability identified.
 - 4.15. **Business Continuity and Disaster Recovery**. Vendor shall regularly test and monitor the effectiveness of its safeguards, controls, systems, and procedures. Vendor shall periodically identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of the Confidential Information, and ensure these risks are addressed. Vendor shall have implemented and documented appropriate business continuity and disaster recovery plans to enable it to continue or resume providing services in a timely manner after a disruptive event. Vendor shall regularly test and monitor the effectiveness of its business continuity and disaster recovery plans. At appropriate intervals or as otherwise requested by Customer, Vendor shall provide a copy of its written business continuity and disaster recovery plans to Customer.
 - 4.16. **Maintenance**. Vendor shall inspect maintenance tools carried into Customer facility, or connected to Customer Systems, by Vendor Personnel for improper or unauthorized modifications including malicious code, prior to conducting work.
- 5. PCI Compliance.** Vendor acknowledges that to the extent it is responsible for the security of the credit, debit or other cardholder payment information it processes, and hereby represents and warrants that it will comply with the most current PCI Standard in connection with the processing of such data, including, but not limited to: (a) creating and maintaining a secure network to protect cardholder data; (b) using all technical and procedural measures reasonably necessary to protect cardholder data it maintains or controls; (c) creating and implementing security measures to limit access to cardholder data; (d) monitoring access to cardholder data it maintains or controls; and (e) creating and implementing an information security policy that assures employee compliance with the foregoing. Vendor acknowledges that it is responsible for maintaining compliance with the

then-current PCI DSS requirements and monitoring the PCI DSS compliance of all associated third parties Vendor may provide with access to cardholder data.

- 6. Subcontractors.** Vendor shall conduct appropriate due diligence on any subcontractors that will access Confidential Information or Customer Systems to ensure such subcontractors can meet the requirements set forth in this Exhibit. Vendor shall include substantially similar terms and conditions as specified in this Exhibit in all contracts with subcontractors that access Confidential Information or Customer Systems.
- 7. Security Breach.**

 - 7.1. Vendor will notify Customer without undue delay, but no later than within 48 hours, upon learning of any suspected or actual accidental or unlawful destruction, loss, alteration, misuse, unauthorized disclosure of or access to Customer's Confidential Information in its possession (a "Security Incident").
 - 7.2. In the event of a Security Incident, Vendor shall take immediate steps to remedy the Security Incident at Vendor's expense in cooperation with Customer and in accordance with applicable law, and shall immediately notify Customer by email [to compliance@umm.edu](mailto:compliance@umm.edu).
 - 7.3. Such notice shall include a full description of the Security Incident, as well as the name and contact information for a primary security contact within Vendor. Vendor agrees to fully cooperate with Customer in Customer's handling of the matter, including without limitation any investigation, reporting or other obligations required by applicable law or regulation, or as otherwise required by Customer, and will work with Customer to otherwise respond to and mitigate any damages caused by the Security Incident.
 - 7.4. Vendor shall not notify any third party, other than Vendor's agents and/or vendors who are subject to the obligations of confidentiality to Vendor, of the Security Incident without Customer's prior, written authorization. Vendor shall reimburse Customer for all costs and expenses incurred in responding to and/or mitigating damages caused by a Security Incident.
 - 7.5. Notwithstanding the provisions of this Section 7, the parties agree that breaches of Protected Health Information shall be governed by the terms of the Business Associate Agreement (Exhibit 1).
- 8. Cooperation, Audit, and Inspection.** Customer reserves the right to conduct random on-site audits to ensure Vendor's compliance with its obligations under this Addendum, including an audit of Vendor's security program. Vendor shall otherwise cooperate with Customer in Customer's efforts to monitor Vendor's compliance under this Section. Vendor agrees that the Customer may choose to perform additional due diligence on the Vendor concerning cyber security vulnerabilities and secure use of information technology relevant to this Agreement. Vendor agrees that the Customer may choose to perform additional due diligence on the Vendor concerning cyber security vulnerabilities and secure use of information technology relevant to this Agreement. Vendor further agrees that if Customer identifies vulnerabilities or technology practices within Vendor's information systems that in Customer's reasonable opinion or generally accepted information security practices, poses an unacceptable ongoing risk to Customer, then Vendor will remediate the vulnerabilities or technology practices and describe compensating or mitigating controls. This remediation will include the creation of a timeline mutually agreeable to both parties, not more than 30 days for a vulnerability or practice that is reasonably classified as critical or severe, and not more than 90 days in other circumstances. If an unacceptable ongoing cyber security risk is identified, the Vendor bears the cost of such remediation. For the avoidance of doubt, Vendor's failure to comply with this Section 8 or any other Section of this Addendum shall constitute a material breach of the Agreement.

9. Return and Destruction of Data.

- 9.1. Within ten (10) days of termination of the Agreement or if requested by Customer, Vendor shall provide a copy of all Confidential Information in a format specified by Customer at no cost.
- 9.2. Vendor shall permanently delete all Confidential Information from its systems and destroy all physical copies of Confidential Information stored at its facilities as requested by Customer. Upon request, Vendor shall provide a certification signed by an officer of the corporation that all Confidential Information was destroyed. The certification shall specify the method and/or tools used to delete the files.
- 9.3. Notwithstanding the foregoing, the parties agree that the return and destruction of Protected Health Information shall be governed by the Business Associate Agreement between the parties.

10. Survival. The provisions of this Exhibit shall survive termination of the Agreement for as long as the Vendor has Confidential Information in its possession.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized designees, have executed this Addendum as of the Effective Date.

VENDOR

**UNIVERSITY OF MARYLAND MEDICAL
SYSTEM CORPORATION**

Signature

Please Print

Name:

Title:

Date:

Signature

Please Print

Name:

Title:

Date:

Exhibit 4

VENDOR'S DISCLOSURE



VENDOR'S DISCLOSURE

Date: _____

Company Name: _____

Contact Person (printed): _____

Initiative (Type of Product/Service): _____

UMMS System Contracting Contact: Name: _____

Email: _____

Consistent with Vendor's obligations under Section 9.2 of the Agreement, please disclose any prior, existing or planned:

1. arrangements, interest or financial stake in Vendor's business, that you are aware of, by any UMMS or Affiliate board member, officer, employee, member of the medical staff, contracted staff or family members of such individuals ("Covered Party").
2. gifts, trips, or other items of value with a total accrued value of more than \$250 provided by Vendor to a Covered Party.

This disclosure shall include the nature, type, and equivalent amount of any remuneration provided to or any financial interests held by any Covered Party.

Please submit this completed attachment to Customer as soon as possible, but in no event later than execution of the Agreement. The initial Disclosure Form will be included as part of the Agreement. IF THERE IS NOTHING TO DISCLOSE, THEN STATE "THERE IS NOTHING TO DISCLOSE" ON THIS FORM.

Signed by: _____

Title: _____

Submit additional response, if necessary.