

North Sunflower Medical Center
Board of Trustees
Regular Meeting Minutes
26 April 2022

BE IT REMEMBERED the Chairman and the Board of Trustees of North Sunflower Medical Center, Ruleville, Sunflower County, Mississippi, met in their Regular Meeting on Tuesday, 26 April 2022, when and where the following were present:

Billy Joe Waldrup, Chairman and Trustee; H. T. Miller, III, Vice Chairman and Trustee; Bobbie Bounds Allen, Secretary and Trustee; Willie M. Burton and Phil McNeer, Trustees; Daniel Ceja, CEO; Sam Miller, COO; Rodney Clark CAO; Billy Marlow, Executive Director; Jennifer Baughman, Accounting Director; Sandra Britt, Administrative Assistant; Lindsay Williams, Administrative Assistant; Lawson Holladay, Esquire; and Brooks Rizzo, RHC Clinic Director

The meeting of the Hospice of North Sunflower Medical Center was conducted prior to the calling to order of the meeting of the Board of Trustees.

Mr. Waldrup called the meeting of the Board of Trustees to order at noon and asked Bobbie Allen, to open the meeting with a word of prayer. The minutes of the 23 March 2022 Regular Board Meeting were approved as distributed by motion offered by Mrs. Allen, seconded by Mr. Miller, and unanimously approved.

There was no unfinished business to bring before the Board for consideration.

The first order of New Business was to review the renewal quote for property and auto insurance for the May 6, 2022-May 6, 2023 policy term. Rodney Clark reported that Travelers Insurance Company was the only carrier to submit a quote. The proposal was presented by Hub International and Tollison Insurance Agency.

Travelers Quote includes Crime, Property, Auto & Inland Marine coverage as follows:

Property Coverage Breakdown:

- Real Property Value-\$43,940,942; Personal Property Value- \$19,662,487
- Valuation: Replacement Cost
- Flood coverage-liability limit range of \$1,000,000-\$5,000,000 depending on the location; deductible range of \$50,000-\$100,000 depending on the location
- Earth movement coverage- liability limit of \$5,000,000; deductible of \$50,000 or 2% of the building value-whichever is greater
- Wind and hail deductible of \$25,000
- Equipment Breakdown-Spoilage coverage-\$100,000 limit; \$25,000 deductible

- Business Income- \$3,661,819 Million limit; 40% Coinsurance penalty; 48 hour waiting period; Valuation: Actual Cash Value
- All other Perils deductible: \$25,000

Auto Coverage Breakdown:

- Covered autos liability-\$1Million limit any one accident
- Medical payments-\$2000 each insured
- Uninsured Motorist coverage-\$1Million
- Hired/Non-Owned Auto Liability- Included
- Physical Damage Comprehensive and Collision deductible-\$2,500

Inland Marine Breakdown:

- Mahindra Tractor Coverage-\$27,000
- Tractor Attachments Coverage-\$8,000

Crime Coverage Breakdown:

- Per occurrence policy-computer fraud, employee theft, forgery and alteration, funds transfer fraud, money and securities inside and outside buildings-\$250,000 liability limit; \$2,500 deductible

Premium Summary Breakdown and Payment Schedule:

- Property: \$97,137.00
- Business Auto: \$83,499.00
- Total Premium (not including Crime): \$180,636 to be paid monthly with \$18,063.60 due on 5/6/22 and 9 equal installments of \$18,063.60 due by the 6th of each month.
- Crime coverage \$ 1,900.00 to be paid in full

MOTION: I move to accept the Property and Auto renewal quote for the May 6, 2022-May 6, 2023 policy term from Travelers Insurance Company, presented by Hub International and Tollison Insurance Agency, with the total premium of \$180,636 to be paid in monthly installments. I further move to accept the Crime coverage quote from Travelers Insurance Company with the total premium of \$1,900.00 to be paid in full.

Maker: Phil McNeer

Second: Willie Burton

Motion Unanimously Adopted

The next order of New Business was the presentation of the re-negotiated Wound Care Specialty Contract that will be effective from April 26, 2022 to April 25, 2024.

MOTION: I move to accept the proposed Wound Care Specialty contract for NSMC from April 26, 2022 to April 25, 2024.

Maker: H.T. Miller, III

Second: Willie Burton

Motion Unanimously Adopted

The next order of New Business was to review the bids for Bank Depository Accounts for the 2022-2024 years. It was reported by Rodney Clark that after advertising in the Enterprise Tocsin for two weeks only one bid had been received and that was from Planters Bank & Trust

Company. The Board reviewed the rates offered by Planters and their statement of no fees for the transaction accounts. After discussion, the following motion was made:

MOTION: I move to accept Planters' Bank & Trust Company as the depository for keeping funds of NSMC for the 2022-2024 years at the rates published in the letter dated April 18, 2022 and attached hereto.

Maker: H.T. Miller, III

Seconded: Willie Burton

Motion Unanimously Adopted

The next order of New Business was to review the Initial Credentialing application of Patricia Stewart, MD (Allergist and Immunologist). The applicant's education and training, professional references, and License were verified, and a query was done on the National Practitioner Data Bank and the OIG. The application was carefully reviewed and after discussion, the following motion was made:

MOTION: I move to approve the initial application of Patricia Stewart, MD (Allergist and Immunologist) and that she be given initial privileges for a period of one year ending 30 April 2023 and at that time be permitted to apply for a two-year term.

Maker: Phil McNeer

Seconded: H.T. Miller, III

Motion Unanimously Adopted

The next order of New Business was to review the Re-appointment applications for three Physicians for two year terms. The applications and Data Bank queries of all Physicians were reviewed and discussed and the following motion was made:

MOTION: I move to accept the re-appointment applications for Mark Blackwood, MD; Jessica Lilley, MD (Pediatric Endocrinologist with MS Center for Advanced Medicine); and William Neil Quinton, DMD (Pediatric Dentist) and that they each be approved for a two year term ending 30 April 2024.

Maker: Phil McNeer

Seconded: Willie Burton

Motion Unanimously Adopted

Jennifer Baughman presented the financial information for March as follows. The entire facility had a cash balance of \$16.5 Million; total assets of \$49 Million, and a total liabilities and fund balance of \$49 Million. The Hospital's Gross Revenue was \$8.3 Million for the month and \$49.5 Million Year to Date. The Hospital had a Net Income of \$24,234 for the month and a Year to Date Net Income of \$161,124. Haire Drug Center, LLC had a Net Income of \$6,854 for the month and a Year to Date Net Income of \$261,824. Hospice had a Net Loss of (\$9,969) for the month and a Year to Date Net Income of \$41,939. Sunflower Diagnostic Center had a Net Income of \$10,558 for the month and a Year to Date Net Income of \$59,580. Simply Sunflower had a Net Loss of (\$3,148) for the month and a Year to Date Net Loss of (\$6,088). Sunflower DME had a Net Income of \$28,043 for the month and a Year to Date Net Income of \$188,307.

NSMC Pharmacy had a Net Loss of (\$76,915) for the month and a Year to Date Net Income of \$344,545. The Rural Health Clinic had a Net Income of \$85,786 for the month and a Year to Date Net Income of \$944,242. NSMC as a whole showed a Net Loss of (\$20,342) for the month and a Year to Date Net Income of \$1,051,230.

The Administrative report was given as follows:

Daniel began by informing the board members the hospital census is low. He stated one of the biggest concerns was that we were starting to get a lot of Humana/Medicare patients. These plans fall under commercial and only pay for patients to stay in the swing bed for 7 days. Traditional Medicare pays 21 days for swing bed. The Humana/Medicare patient days are also not allowed to be used on the cost report. He stated that he encouraged the providers at the Medical Staff meeting to emphasize all of the services we offer at NSMC and encourage traditional Medicare.

He also announced that a new policy has been put into place that the NSMC staff no longer have to wear a mask on the property unless in direct patient care.

Rodney Clark presented the Quality Assurance Report as follows:

The Fire Safety and Water checks have been completed and everything is good. The policies for the Interventional Radiology have been reviewed and updated. The nurses and lab technicians are training on early recognition of sepsis.

Brooks Rizzo presented the Rural Health Clinic Report as follows:

She stated that the clinic saw 3,679 patients in March. The average daily walk in was 145 patients. The average daily wait time is 1 hour and 13 minutes.

The Board adjourned at 12:57 P.M., subject to the call of the Chairman.

Billy Joe Waldrup, Chairman

Bobbie Bounds Allen, Secretary

AMENDED AND RESTATED WOUND CARE SERVICES AGREEMENT

This **Wound Care Services Agreement** (this “**Agreement**”) is entered into as of April 26, 2022 (“**Effective Date**”), by and between North Sunflower Medical Center (“**Hospital**”) and Restorix Health, Inc. (“**Contractor**”).

RECITALS

WHEREAS, Hospital owns, operates and maintains a hospital located in Ruleville, Mississippi, and wants to establish and operate a wound care center that provides outpatient wound care services located at 840 North Oak Avenue, Ruleville, Mississippi 38771 (the “**Center**”).

WHEREAS, Hospital has previously engaged Contractor to provide CWC Services and Management Support Services (as defined below) to the Center pursuant to that certain Wound Care Services Agreement, dated November 1, 2012 (together with all amendments thereto, the “**Prior Agreement**”).

WHEREAS, Hospital and Contractor desire to amend and restate the Prior Agreement to allow for the continued provision of services at the Center, all on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein set forth, Hospital hereby engages Contractor to provide Management and Support Services pursuant to the terms set forth below.

ARTICLE 1. DEFINITIONS

1.1 When used in this Agreement, the following terms have the meanings set forth below:

“**CWC Services**” means clinical wound care services provided to Patients with chronic wounds or other similar conditions including, but not limited to, debridement, dressings, and antibiotics.

“**Contractor IP**” means the intellectual property of Contractor including, but not limited to, its business plans and strategies, community education materials (including the Community Education Plans), clinical practice guidelines, commercial scripts, copyrighted materials, data, displays, forms, manuals, logos, quality control processes, research and development, service marks, signs, software, specifications, trademarks, and training materials.

“**Contractor Property**” means the property owned by Contractor described in Exhibit A and other property placed by Contractor in Center.

“**Contractor Staff**” means the persons employed by or contracted with Contractor to provide CWC Services, Management and Support Services pursuant to the terms of this Agreement such other personnel as are more particularly described in Exhibit B.

“Default Rate” means the lesser of (a) twelve (12%) percent per annum; and (b) the maximum legal rate of interest chargeable by Contractor.

“Hospital Staff” means the persons employed by Hospital.

“Management and Support Services” means the wound care-related management services provided by Contractor under this Agreement, which will include the provision of staff, Contractor Property, documentation, data tracking systems, and the education of Hospital Staff.

“Patient” means an individual who receives CWC Services at Center.

“Program” means Hospital’s CWC Services program and any department of Hospital as may be established by Hospital to provide CWC Services to Patients.

“Provider” means a health care professional, to include physicians and non-physician practitioners, who is a member of Hospital’s medical staff and is credentialed by Hospital to provide CWC Services.

“Term” will mean the period of time from the Effective Date until this Agreement is terminated or terminates pursuant to Article 5 of the Agreement.

“Treatments” means all of the technical and non-technical services incident to providing treatment and care for any wound.

“Wound Site” shall be defined as including but not limited to the following terminology: wound, cyst, lesion, abscess, hematoma, or impaired skin integrity and is more particularly described in Exhibit E.

ARTICLE 2. CONTRACTOR RESPONSIBILITIES

2.1 CWC Services. At the direction of Hospital, Contractor will continue to provide CWC Services to Patients. Contractor shall be subject to Hospital’s supervision of the Center, and at the direction of Hospital, provide CWC Services to Patients as set forth by the terms herein.

2.2 Coordination with Hospital Staff. Contractor will assign a regional director who will be responsible for facilitating continuity between Contractor Staff and Hospital Staff at the Center. In addition, the regional director will arrange for and coordinate the services of other Contractor employed manager consultants who have experience and expertise in CWC Services to assist with the training and education of Providers and Hospital Staff, and to consult on issues pertaining to the Management and Support Services at Center, on an as-needed basis.

2.3 Contractor Staff. Contractor will furnish certain other personnel, as described below:

2.3.1 Contractor Staff. Contractor will supply all staff necessary to operate the Center, as Contractor shall reasonably determine as set forth on Exhibit B (“**Contractor Staff**”). Contractor may increase or decrease the number of Contractor Staff necessary to operate the Center as demand for Treatments at the Center materially increases or

decreases, as determined by Contractor in consultation with Hospital. Contractor shall be responsible for all salary and related expenses for Contractor Staff. Contractor shall be responsible for income tax, unemployment insurance, social security, or any other withholding or other employee benefits as is required by law for the individuals employed by Contractor. Contractor agrees that it shall instruct its employees that they shall not represent themselves as Hospital employees, and shall take reasonable steps to ensure that such instructions are obeyed by its employees. Contractor and Contractor Staff will adhere to all Hospital policies and procedures as formally communicated by Hospital to Contractor and will comply with applicable federal and state laws, rules, and regulations. Contractor Staff will at all times be under the direction and control of the Contractor and will not be considered employees of Hospital.

2.3.2 Background Information. Contractor will maintain and keep on file general background information on each Contractor Staff, which will be provided to Hospital upon Hospital's written request.

2.3.3 Screening. Contractor Staff performing CWC Services or Management and Support Services under this Agreement will have successfully completed a criminal background check and drug screen.

2.3.4 Provider Services. The parties acknowledge and agree that no Provider Services will be provided by Contractor or Contractor Staff under this Agreement. Contractor and Hospital acknowledge that Contractor is neither authorized nor qualified to engage in any activity that may be construed or deemed to constitute the practice of medicine. Contractor shall neither have nor exercise any control or direction over any physician's professional medical judgment or the methods by which any physician performs professional medical services.

2.3.5 Replacement Request. In the event Contractor Staff fails to comply with and/or adhere to Hospital's commercially reasonable instructions, directives, policies or procedures, as determined in Hospital's reasonable discretion, Hospital shall have the right to request that Contractor replace Contractor Staff as soon as practicable, provided that Hospital's request is not made for any unlawful reason, including on the basis of any person's race, national origin, religion, gender, disability, age, or other category protected by applicable law, or in retaliation for Contractor's or Contractor's Staff's opposition to unlawful activity or their participation in any charge, investigation, proceeding, or hearing related thereto. Additionally, Hospital shall not discipline, reprimand, counsel, terminate, or take any other adverse action against Contractor Staff for any unlawful reason. Hospital shall indemnify, defend, and hold Contractor, its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from any and all demands, claims, losses or liabilities (including reasonable costs, expenses, and attorneys' fees incurred on account thereof) to the extent caused by Hospital's breach of this Agreement; Hospital's failure to discharge the duties and responsibilities set forth herein; or the negligence, gross negligence, or willful misconduct of Hospital or Hospital's officers, employees, or authorized agents in the discharge of those duties and responsibilities. Such indemnification shall survive the Agreement's expiration or termination.

2.4 Staff Qualifications. If requested by Hospital, Contractor will assist Hospital in the selection of Hospital Staff, and in the establishment of minimum requirements to help ensure that qualified personnel will be used by Hospital to provide CWC Services. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be deemed as an employer or joint employer of Hospital's Staff and the decision to hire, supervise and terminate Hospital Staff shall be in the sole discretion of Hospital. Hospital shall indemnify and hold Contractor harmless for any claims, losses, and/or liabilities resulting from Hospital's decisions relating to: (i) Hospital's Staff and its decisions in hiring, not hiring, supervision, and terminating Hospital Staff, and (ii) Hospital's awarding, maintaining, denying and terminating any Hospital privileged and credentialed staff.

2.5 Staff Training and Education. Contractor will train and educate Contractor Staff in support of providing CWC Services.

2.6 In-Service Training Programs. As mutually agreed by the parties from time to time, Contractor will provide in-service training programs relating to the provision of CWC Services for the nurses and other professional staff of the Center and Hospital.

2.7 Service Center Operations. Contractor will provide Management and Support Services for the Program, as set forth on Exhibit C.

2.8 Case Management Plan. Contractor will provide centralized case management for each Patient and will train and assist Contractor Staff and Hospital Staff to facilitate the implementation of such case management plans.

2.9 Patient Education. Contractor will grant Hospital a limited, revocable, non-exclusive, non-transferable license to use during the Term basic patient education brochures as listed on Exhibit A, covering topics such as an introduction to CWC Services and specific instructions on caring for particular types of wounds. Hospital will have the right to review and approve any patient education brochures used in the Program prior to their use.

2.10 Community Education. Contractor will establish a plan for the education of community physicians, home health agencies, skilled nursing facilities and other health care providers regarding the availability of the Program ("**Community Education Plan**"). The Community Education Plan must be approved by Hospital prior to implementation. Contractor will provide recommendations for updates to the Community Education Plan, on at least an annual basis throughout the Term. Community education activities for the Program will be performed by Contractor Staff and may include promoting or recommending the Program to community sources, such as physicians, community physician office staff, community agencies, skilled nursing facilities, diabetic programs, and home health agencies. In addition, Contractor Staff will provide training and support as reasonably requested by Hospital to employees of Hospital engaged in promoting the Program and will provide examples of brochures and print advertisements for similar programs.

2.11 Assessments and Reviews. On a quarterly basis, Contractor will assess the performance of the Program and provide written reports to Hospital no later than thirty (30) days after the end of each calendar quarter. The reports will include, without limitation: statistical

operation analysis, patient satisfaction, and healing outcomes. Contractor will conduct on at least an annual basis an on-site review and a written assessment of Program operations, to include observations and recommendations for improvement of the Program, analysis of key clinical data, assessment of any negative patient outcomes, general statistics on patient outcomes, growth, demographic indicators, financial analyses (to the extent Hospital provides information relative to actual billing), and a discussion of such other topics as Hospital may reasonably request.

2.12 Operations and Medical Records. Contractor will grant Hospital a limited non-exclusive, revocable, non-transferable license during the Term to use the policies, procedures, operations, and medical documents listed on Exhibit A, for review, modification and adoption by Hospital. Such documents will be updated by Contractor in coordination with Hospital. Contractor shall comply with Hospital's policies, all laws and accrediting organizations' requirements regarding the confidentiality, disclosure and retention of patient records. Medical records of Hospital's patients are and shall remain the property of Hospital and shall not be faxed, copied or removed from Hospital's storage areas without the express written consent of Hospital, unless otherwise directed by court order; provided, however, that Contractor shall be permitted to copy Hospital's Patient records as Contractor deems necessary in the performance of its obligations under this Agreement. Contractor hereby acknowledges and agrees that its electronic medical records system shall include a central server that is housed in a secure facility with continuous backup capability and that all data transmitted between the Center and the central server shall be fully encrypted and shall comply with all applicable laws governing privacy of medical records. Contractor will comply with all Hospital policies and applicable federal and state laws, rules, and regulations relating to the confidentiality of Patient records.

2.13 Quality and Standards of Performance Measures. The quality and standard of performance measures for the Center shall be measured on a quarterly basis starting with the period commencing on the first date of service. The quality and standard of performance measures shall be reviewed by the Parties in good faith and reasonably adjusted on an annual basis, if necessary.

2.14 Survey Preparedness Program. Contractor will assist Hospital with preparation for surveys (i.e. Centers for Medicare & Medicaid Services ("CMS"), Joint Commission and/or similar reviews and governing agencies), as such may pertain to the Program.

2.15 Billing and Coding Education and Training. Contractor will provide educational services and training of personnel designated by Hospital to assist with Hospital's implementation of coding and billing procedures for CWC Services. Contractor will also recommend medical records implementation procedures to Hospital and will provide charting and documentation for CWC Services. Contractor will cooperate with and reasonably assist Hospital by providing information to facilitate its collection of delinquent or denied accounts, and will further assist Hospital in filing appeals on claims and resolving other billing disputes with respect to CWC Services. Contractor will provide training to Providers to assist them with proper completion of medical records, charting, documentation and coding and billing procedures. All Contractor training and assistance will be in compliance with all applicable laws including all laws, rules, and regulations pertaining to proper Medicare billing compliance (including all National and Local Coverage Determinations), Medicaid billing compliance, the Anti-kickback statute, the Civil False Claims Act, and applicable third party payer contracts or billing principles. Notwithstanding any provision of this Agreement to the contrary, Hospital's failure to timely or accurately perform its

obligations under this Section shall relieve Contractor from any responsibility for (and Hospital shall indemnify Contractor against any liability resulting from) any penalties or similar charges incurred or assessed against Hospital relating to Hospital's failure to timely, accurately or adequately code, bill, appeal and/or respond to any payor's request for additional information.

2.16 Regulatory Compliance. As reasonably requested by Hospital, Contractor will consult with Hospital with respect to compliance with state and federal regulations pertaining to CWC Services. Although Contractor is assisting Hospital in performing certain compliance-related activities set forth in this Agreement, Hospital shall have ultimate control and authority over its compliance program to reduce the potential for fraud and abuse and to ensure compliance with other federal, state and local regulatory requirements impacting Hospital and the CWC Services and the Program. By entering into this Agreement, Hospital does not delegate to Contractor any of the ultimate powers, duties and responsibilities vested in Hospital by law or by any accrediting organization, including but not limited to, Hospital retaining exclusive authority and control over care of Patients, provider credentialing and personnel training activities.

2.17 System and Reports. Contractor will utilize a wound management data tracking system ("**Data System**") to maintain information regarding Patient analysis, benchmarking, and research, and any other authorized purpose, including Contractor's internal purposes. Contractor will utilize such data in the preparation of periodic reports to Hospital as provided in this Agreement. The Data System is Contractor Property, and in no way will ownership or any other proprietary or intellectual property interest in the Data System be transferred, assigned or otherwise conveyed to Hospital as a result of the execution of this Agreement or the performance of any obligations of Contractor.

ARTICLE 3. HOSPITAL RESPONSIBILITIES

3.1 Administration. The Center will be under the direct supervision of Hospital and, prior to or upon the opening of the Center, Hospital will assign the Program to an existing department of Hospital and provide Contractor with the name of the individual responsible for oversight of that department. The Center will be operated under the same monitoring and oversight by Hospital as any other department of Hospital, and will be operated as any other department of Hospital with regard to supervision and accountability.

3.2 Compliance and Licensure. Hospital will operate, license, and certify the Program in accordance with all applicable federal, state, and local laws and regulations, including without limitation, operating the Program in compliance with the requirements of the Medicare "provider-based rules" (as set forth at 42 C.F.R. 413.65), and any CMS provider-based determinations issued to Hospital, if Hospital seeks hospital outpatient-based reimbursement for diagnostic and therapeutic services furnished to Medicare patients at the Program. Hospital will maintain all information and documents necessary to demonstrate compliance with such laws and regulations.

3.3 Provider Credentialing. Hospital will ensure that all Providers and Hospital Staff working in the Center are appropriately credentialed for the positions they hold and services they undertake according to the standards imposed by the appropriate regulatory agencies. Hospital will

use, and will request that all Providers use, to the extent it is medically reasonable and appropriate to do so, the clinical practice guidelines of the Program.

3.4 Participation in Orientation and Training. Hospital will require Hospital Staff to complete appropriate training and orientation programs prior to providing CWC Services. Hospital also will cause Hospital Staff to complete ongoing training and educational programs as reasonably recommended by Contractor.

3.5 Coding, Billing and Collection. Hospital shall be responsible for establishing the fees to be charged, coding of all claims, and billing and collection of the technical component of all CWC Services rendered to Patients in the Program, including compliance with all related statutory, regulatory, and payor instructions and procedures. Contractor shall not be responsible for any billing or collection activities related to CWC Services, and will not bill Patients or third-party payors for CWC Services, including non-payment by or insolvency of Hospital.

3.6 Medical Records. Hospital will ensure that Hospital employees and Hospital Staff maintain complete, accurate, and current medical records for all Patients in accordance with applicable state and federal law. Hospital will ensure that all forms related to Patients are completed in accordance with Contractor's protocols. Hospital will provide Contractor with access to the medical records of Patients for the limited purposes of evaluating such Patients' wound healing, recommending treatment alternatives, monitoring the performance of the Contractor Staff and Hospital Staff, and evaluating the effectiveness of the Program.

3.7 Supplies and Equipment. Hospital will provide, maintain, and account for all supplies and disposable equipment necessary to efficiently operate the Program, as set forth on Exhibit D, or as otherwise mutually agreed to in writing.

3.8 Community Education Program. Hospital will take all actions necessary to implement the Community Education Program. Hospital will be responsible for the cost of media placement. Hospital may use Community Education Materials pursuant to Section 2.9.

3.9 Designated Space. Hospital will provide designated space for the Program, including office space in or adjacent to treatment areas used for the Program, Patient changing areas, restrooms, and Patient and family waiting areas. At all times during the Term, Hospital will ensure that such space satisfies applicable building codes, regulatory standards, state health care agency physical plant requirements, and life safety codes. Hospital agrees to provide the space as described in greater detail in Exhibit D and agrees to not materially alter the space and availability of the space for use by the Program without the approval of the Contractor, which approval will not be unreasonably withheld.

3.10 Telecommunications, Utility Services. At its sole cost and expense, Hospital shall provide the Center with utilities, lighting, electrical current and outlets, normal hospital heating, ventilation and air conditioning, access to restrooms, telephones and telephone and facsimile service (including fax lines), broadband Internet and cable television access. Additionally, Hospital will provide all Center-related routine maintenance, laundry, linen, janitorial, cleaning and disposal services (including disposal of all biological or toxic waste), and Contractor Staff parking.

3.11 Information Technology. The parties shall continue the existing information technology arrangements in place as of the date of this Agreement. The parties shall mutually agree on any changes with respect to software systems or information technology equipment at the Center.

ARTICLE 4. COMPENSATION

4.1 Compensation to Contractor. In consideration of the CWC Services and Management and Support Services provided by Contractor pursuant to this Agreement, Hospital will compensate Contractor as set forth in Exhibit E.

4.2 Payment Terms. Commencing on the Effective Date and each month thereafter Hospital shall pay Contractor within thirty (30) days of date of invoice for services rendered and supplies provided by Contractor. Hospital shall make payment to Contractor of all Service Fees and all other amounts invoiced on or before their respective due dates. Any amounts not paid when due shall accrue simple interest at the Default Rate from the due date until paid in full. The parties acknowledge and agree that the compensation set forth in Exhibit E is commercially reasonable, has been negotiated as a part of an arm's length transaction, is fair market value for the services Contractor will provide pursuant to this Agreement, and is not determined in a manner that takes into account the volume or value of referrals or other business generated between the parties.

4.3 Survival. The terms of this Section 4 shall survive termination of the Agreement.

ARTICLE 5. TERM AND TERMINATION

5.1 Term. The Term will commence on the Effective Date and will expire at midnight on the last day of the calendar month that is two (2) years after the Effective Date, unless earlier terminated pursuant to the provisions of this Agreement. This Agreement will automatically renew at the end of the Initial Term for successive one (1) year terms (the "**Renewal Term**" or "**Renewal Terms**"), unless the non-renewing party gives written notice of non-renewal of the Agreement to the other party at least one hundred and twenty (120) days prior to the expiration of the then current term.

5.2 Termination for Cause. This Agreement may be terminated for the following reasons:

5.2.1 By either party upon the other party's material breach of any obligations under this Agreement, if such breach remains uncorrected for a period of forty-five (45) days after the receipt by the breaching party from the other party of written notice of such breach.

5.2.2 By the other party immediately upon notice that a party to this Agreement has filed or has filed against it a petition in bankruptcy, or made an assignment for the benefit of its creditors, or otherwise has admitted in writing its inability to meet its financial obligations or responsibilities under this Agreement.

5.2.3 By Contractor in the event Hospital defaults in the payment of or otherwise fails to pay any amount due to Contractor under this Agreement on or before the due date, and such default remains uncorrected for a period of thirty (30) days after written notice of such breach from Contractor.

5.2.4 By either party in accordance with the provisions of the Business Association Agreement attached hereto as Exhibit F.

5.3 Effect of Termination. The expiration or termination of this Agreement will not affect any of the obligations of either party arising prior to the date of such expiration or termination, nor will such expiration or termination affect any obligations, promises or covenants contained herein that expressly extend beyond the Term.

5.4 Removal of Contractor Property. Contractor Property will continue to be owned by Contractor and will not be considered property of Hospital. Within thirty (30) days after expiration or termination of this Agreement, Contractor will have the right to remove all Contractor Property from the Center.

5.5 Post-Termination. Upon expiration or termination of this Agreement, Contractor and Hospital will cooperate to assure a smooth, efficient, and amicable wind down of the Agreement and their relationship. Hospital will return and cease using all Contractor's IP in whatever form or format, or at the Contractor's option, will destroy the Contractor IP. Upon request of Contractor an officer of the Hospital will provide a letter certifying Hospital's compliance with this Section 5.5.

ARTICLE 6. CONFIDENTIALTY

6.1 Confidential Information. In performing their respective obligations under this Agreement, Hospital and Contractor will provide each other with proprietary information about inventions, research and development (including, in Contractor's case, Contractor IP) all sometimes hereinafter referred to as "**Confidential Information**". Confidential Information will not include public information or information legally and properly obtained from other sources without breach of any agreement with Hospital or Contractor. Neither party, nor its employees, will use the other party's Confidential Information for any purpose other than operation of the Program, and provision of services under this Agreement, and will not disclose, publish, or disseminate any Confidential Information of the other party without the express prior written consent of such party, except as may be required by state or federal law. Should applicable law require a party to disclose the other party's Confidential Information, the disclosing party will notify the other party of the request for disclosure at least thirty (30) days prior to the deadline for disclosure. The parties agree and acknowledge that each party owns such Confidential Information, and that such information will remain the exclusive property of such party. This Agreement does not convey any ownership or other interests in Confidential Information. The terms of this Section 6.1 will survive the termination of this Agreement. Upon the expiration or termination of this Agreement, each party will use reasonable efforts to retrieve from employees, agents and representatives, and return to the other party, any and all materials containing Confidential Information within thirty (30) days following such expiration or termination. If, upon expiration or termination of this Agreement, return of Confidential Information is not possible for

any reason, the party required to return the Confidential Information shall agree to abide by this Section 6.1 for as long as it maintains the Confidential Information.

ARTICLE 7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification by Contractor. Contractor will indemnify and hold Hospital and its members, shareholders, officers, directors, employees, advisors, affiliates and agents harmless from and against all losses or damages arising from: (a) the negligent acts or omissions of Contractor, Contractor Staff or Contractor's employees, contractors or agents, respectively, each in the performance of their respective duties and obligations under this Agreement; (b) the breach of this Agreement by Contractor or any of its employees, contractors or agents; and (c) wages, salaries, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes, withholdings and charges payable by Hospital to, or on behalf of, Contractor for any other person employed by or contracted with Contractor (except to the extent contractor is Hospital Staff). These indemnification obligations: (i) for events that occurred during the term of this Agreement, will survive the termination of this Agreement; and (ii) are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

7.2 Indemnification by Hospital. Hospital will indemnify and hold Contractor and its members, shareholders, officer, directors, employees, advisors, affiliates and agents harmless from and against all claims, causes and actions, including reasonable attorney's fees which directly or indirectly arise from: (a) the negligent acts or omissions of Hospital, Hospital Staff, or Hospital's employees, contractors or agents, respectively, each in the performance of their respective duties and obligations under this Agreement; (b) the breach of this Agreement by Hospital or any of its employees, contractors or agents; and (c) wages, salaries, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes, withholdings and charges payable by Contractor to, or on behalf of, Hospital for any other person employed by or contracted with Hospital. These indemnification obligations: (i) for events that occurred during the term of this Agreement, will survive the termination of this Agreement; and (ii) are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

7.3 Insurance. Hospital and Contractor will maintain during the Term comprehensive general liability and professional liability insurance with one or more insurers satisfactory to the other party or through a self-insurance trust, in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon written request, Hospital and Contractor agree to furnish to the other certificates of insurance assuring such coverage is in place. Each party will notify the other party within ten (10) days of any material change in any policy of insurance required to be secured or maintained by such party under this Agreement.

ARTICLE 8.
MISCELLANEOUS

8.1 Medicare Books, Documents and Records.

8.1.1 Contractor agrees, to the extent required by Section 1861 (V)(1)(I) of the Federal Social Security Act, that:

(i) Until the expiration of four (4) years after the furnishing of the Management and Support Services pursuant to this Agreement, Contractor will make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records of Contractor that are necessary to verify the nature and extent of the costs claimed to Medicare with respect to the Management and Support Services provided under this Agreement.

(ii) If Contractor carries out any of its duties under this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization, then until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, Contractor will cause the related organization to make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, that subcontract, any books, documents and records of such related organization that are necessary to verify the nature and extent of the costs claimed to Medicare with respect to the Management and Support Services provided under this Agreement.

8.1.2 To the extent permitted by law, prior to making any disclosure under Section 8.1.1. Contractor will notify Hospital and provide Hospital with copies of the documents to be disclosed.

8.2 Assignment. The rights under this Agreement will not be assignable nor the duties delegable by either of the parties hereto without the prior written consent of the other party; provided, however, upon prior written notice to the other party, either party may assign its rights and obligations under this Agreement to any other entity that controls, is controlled by, or is under common control with the party.

8.3 Compliance with Law. The parties to this Agreement will comply with all applicable federal and state laws affecting, relating to or governing this Agreement.

8.4 Construction. The parties agree that they are the mutual drafters of this Agreement. Accordingly, any rule of law, or any judicial decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it, will have no application and is expressly waived by the parties hereto.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one

instrument. A photocopy, facsimile, or scanned copy of a signature on this Agreement will have the same force and effect as an original ink signature.

8.6 Governing Law and Venue. This Agreement has been made and executed in, and will be construed and enforced according to the internal laws of, the State of Mississippi without reference to principles of conflicts of laws. In the event either party institutes litigation to enforce the provisions of this Agreement or as a result of a breach or failure by the other party to perform its obligations under this Agreement, the parties agree that venue will be in a state or federal court in the State of Mississippi.

8.7 Attorneys' Fees. Each party hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees, whether or not the transactions contemplated hereby are consummated; provided, however, in the event of any action relating to the termination of this Agreement or Hospital's failure to pay Contractor pursuant to the terms of this Agreement, including, but not limited to, mediation, arbitration or litigation, the party that prevails in such action shall be entitled to receive reimbursement from the other party of its costs and expenses incurred in prosecuting or defending such action. This section shall survive termination of the Agreement.

8.8 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement of the parties hereto regarding the subject matter hereof, and there are no other representations, promises, agreements, arrangements, covenants or conditions concerning this subject matter, whether oral or written, express or implied, that are not incorporated in this Agreement. This Agreement may only be amended by a written agreement signed by an authorized representative of Hospital and Contractor.

8.9 Force Majeure. If either party fails to perform any of its obligations under this Agreement due to any cause beyond the reasonable control of such party, including, but not limited to, an act of God, act or omission of civil or military authorities of the state in which Hospital is located or the United States of America, fire, strike, flood, riot, delay of transportation, or the inability due to the aforementioned causes to obtain necessary labor, material or facilities, such party will not be deemed liable under this Agreement for failing to fulfill such obligations.

8.10 Headings. The headings in this Agreement are for convenience of reference only and will not control or affect the meaning or construction of this Agreement.

8.11 Hospital's Control. It is agreed by the parties that (i) Hospital retains responsibility for the day to day operations of Center; (ii) Hospital will exercise full authority, control, supervision, direction over, and responsibility for all medical services rendered by or under the direction of Hospital, and for all medical, professional and ethical matters affecting or applicable to its relationship with Providers; (iii) Contractor has no authority to hire or fire any Hospital employee; (iv) Contractor does not maintain and control the books and records of the Center; (v) Contractor has no authority to adopt and enforce policies regarding the operation of the Center and (vi) Contractor has no authority to incur any liability on behalf of Hospital.

8.12 Independent Contractor. Contractor will, at all times, act as an independent contractor with respect to Hospital, and nothing contained in this Agreement will be construed to

create a joint venture, partnership, association or other affiliation or similar relationship between the parties, it being specifically agreed that the relationship is and will remain that of independent parties to a contractual relationship. In no event will either party be liable for the debts or obligations of the other, except as otherwise specifically provided in this Agreement.

8.13 Exclusive Arrangement. Hospital agrees that Contractor shall be the sole and exclusive provider of CWC Services at Hospital and that Hospital shall not enter into any agreement for the provision of the CWC Services, the provision of non-medical management and administrative services incident to Treatments or the provision of similar equipment or medical devices with any Person other than Contractor without Contractor's express written consent therefor.

8.14 No Third-Party Beneficiaries. This Agreement will be binding upon and inure solely to the benefit of each party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

8.15 Notices. All notices, requests, demands and other communications under this Agreement will be in writing and will be deemed to have been duly given (i) upon delivery, if hand delivered, (ii) on the first business day after deposit with an overnight delivery service, if sent by overnight delivery which requires a signed receipt, or (iii) seven (7) days after mailing, if mailed by United States certified mail (return receipt requested), postage prepaid, to the parties at the addresses below or at other address as will be given in writing by either party to the other:

To Contractor: Restorix Health, Inc.
3445 N Causeway Boulevard, Suite 600
Metairie, LA 70002
Attn: David J. Walz, President, Business Development and
Contracting Services

With Copy to: Restorix Health, Inc.
3445 N Causeway Boulevard, Suite 600
Metairie, LA 70002
Attn: Kelly Skeat, General Counsel

To Hospital: North Sunflower Medical Center
840 North Oak Avenue
Ruleville, Mississippi 38771
Attention: Daniel Seja

8.16 Partial Invalidity. If any one or more of the provisions of this Agreement will be held invalid or unenforceable in any respect, the remaining provisions of this Agreement will be considered severable and not affected thereby, and each remaining term and provision will be valid and enforced to the fullest extent permitted by law.

8.17 Participation in Federal Programs. Each party represents and warrants to the other that (a) it is not excluded from any federal health care program, as defined under 42 U.S.C. Section 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) it has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from participation in any federal health care program, and (c) no final adverse action, as such term is defined under 42 U.S.C. Section 1320a-7e(g), has occurred or is pending or threatened against it or, to its knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement.

8.18 Privacy Laws. Both parties will comply with any and all state and federal privacy laws and regulations that apply to the protection of individually identifiable health information as are in effect during the term of this Agreement including, without limiting the generality of the foregoing, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder. With respect to those duties of Contractor that make Contractor a “business associate” of Hospital, the parties hereby agree to the Business Associate Agreement attached hereto as Exhibit F.

8.19 Non-Solicitation Restrictions. During the Term and for a period of twelve (12) months following the expiration or termination of this Agreement for any reason, Hospital agrees not to solicit, directly or indirectly, any Contractor Staff without prior written approval of Contractor. During the Term and for a period of twelve (12) months following the expiration or termination of this Agreement for any reason, Contractor agrees not to solicit, directly or indirectly, any Hospital Staff without prior written approval of Hospital.

8.20 Prior Agreement. The Prior Agreement is hereby terminated and shall be of no further force and effect.

8.21 Waiver. Neither the waiver of any breach or default, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right under this Agreement, will be construed as a waiver of any subsequent breach or default, or as a waiver of any rights or provisions under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the duly appointed representative of the parties hereto on the date set forth below.

HOSPITAL:

North Sunflower Medical Center

By: 
Name: Daniel Ceja
Title: CEO

CONTRACTOR:

Restorix Health, Inc.

By: 
Name: David J. Walz
Title: President, Business Development and Contracting Services

Exhibit A

CONTRACTOR PROPERTY

Following are lists of Non-Disposable and Disposable equipment and supplies which the Contractor is responsible for supplying according to this Agreement. The list is for example purposes only as actual equipment and supplies may vary due to a number of factors, including but not limited to the: size of Center, scale, number of Patients, etc.

<u>MEDICAL EQUIPMENT</u>	
Stethoscopes	Electronic thermometer
BP cuffs	Instrument trays
Wound debridement instruments	Doppler
Camera	
<u>MEDICAL SUPPLIES</u>	
Disposable equipment and/or instruments needed for the medical care of a patient population with non-healing wounds	Variety of disposable needles and syringes
Wound covering sterile and non-sterile bandages including various sizes of plain gauze, and assorted specialty dressings up to and including petroleum jelly permeated, calcium alginates, exudate absorbers, foams, hydrocolloids, hydrogels, transparent films, and a variety of tape, tubular bandages	Various topical and/or inhalant medications including: Bacitracin, Benzoin, Lidocaine, Silvadene cream, Silver Nitrate Applicators
Static compression devices/wraps, wound measuring tapes	Disinfectant Solutions (Dispatch and saniwipes)
<u>OFFICE EQUIPMENT/CONTRACTOR MATERIALS</u>	
Patient Education Brochures	Community Education Materials
Contractor Policy and Procedure Manuals	Miscellaneous office supplies
Medical Supply Cart	Limited non-exclusive, revocable, non-transferable license use of Contractor's Data System

Exhibit B

STAFF

Contractor Staff. Contractor agrees to provide the following personnel for Center as Contractor Staff, but not limited to, as defined in Section 2.3 of the Agreement:

Contractor Staff	FTE
Wound Care Nurse, RN	0.42
Wound Care Nurse, LPN	0.21
<hr/>	
TOTAL FTE	0.64

Contractor is responsible for providing sufficient numbers of qualified staff to provide the CWC Services in a timely manner and in accordance with the applicable standard of care.

Exhibit C

Service Center Operations

In providing management and operations oversight Contractor will:

- (i) Track and monitor referrals received;
- (ii) Perform initial insurance verification for Hospital coverage;
- (iii) Provide notification to patient of potential co-payment and payment options per Hospital guidelines;
- (iv) Obtain recurring authorizations as required by payors;
- (v) Provide scheduling and coordination of patient visits and patient reminder calls;
- (vi) Coordinate shipping of DME supplies, as needed;
- (vii) Provide Hospital with read only access to “charge sheet” that includes the patients’ diagnosis code(s), as assigned by the provider, and suggested CPT and/or HCPCS codes. Hospital is responsible for all codes reported on claim forms submitted for reimbursement;
- (viii) Provide billing and coding support to Hospital staff;
- (ix) Provide for a nurse on call 24 hours a day, 7 days a week by telephone;
- (x) Provide a recommended formulary of available and approved outpatient supplies and surgical instruments (i.e. scalpels) necessary to provide CWC services;
- (xi) Access to case management resources at the site level and corporate level to assist in the coordination of patient care in order to maintain continuum of patient care from the initial patient referral until patient is discharged. The case management resources shall assist with the referral process, patient education, review of lab results, filter/triage phone calls, communication with clinic staff and follow up on statuses until patient is discharged; and
- (xii) Provide Performance Improvement Plan.

Exhibit D

**EXAMPLE OF SUPPLIES AND EQUIPMENT
TO BE PROVIDED BY HOSPITAL**

Following are lists of equipment and supplies which Hospital is responsible for supplying. The list is for example purposes only as actual equipment and supplies may vary. Contractor will consult with Hospital to develop appropriate detailed lists.

<u>MEDICAL EQUIPMENT</u>	
Gurney(s)	Wheelchairs (oversized and regular)
Trash Can/Red Bags	Stainless-shelf utility carts
Geri / Tx chairs available	Mayo Stands
Patient Privacy	Clean / Dirty Utility
Overbed Tables	Linens, linen hamper, and Yellow Linen Bags
MD Stools	Stretchers available
Glucose monitors / Accucheck	Sharps Containers and disposable services
Hoyer Lift and Swing	
<u>MEDICAL SUPPLIES</u>	
Hand Sanitizer and Dispensers	Disinfectant solutions
Disposable respirator masks	
<u>OFFICE EQUIPMENT</u>	
Desks	Billing / Charge computer
Waiting Room Furniture: couches and chairs	Chart rack and forms holder
File Cabinets	Copy machine
Patient chart binders	Fax machine
Dry erase board	
<u>ADVANCED WOUND MODALITIES</u>	
Cellular Based Tissue Products ("CBTP")	Contact Casting products / supplies

Autoclaving Services

Hospital will provide autoclaving services and supplies for instruments used by Contractor.

Exhibit E

COMPENSATION AND PAYMENT TERMS

Commencing on the Effective Date and each month thereafter Hospital shall pay Contractor within 30 days of date of invoice for services rendered and supplies in accordance with the terms outlined below:

Hospital shall pay Contractor according to the following terms:

TREATMENT DESCRIPTION

SERVICE FEE

Wound Care Treatment

For each Treatment administered at the Center, Hospital shall pay Contractor a fixed fee of \$200 as set forth in Section 4.1 of the Agreement.

The terms of this Exhibit E shall survive termination of the Agreement to the extent that any payment for services already rendered by Contractor remain outstanding by Hospital.

Exhibit F

Business Associate Agreement

This **Business Associate Agreement** (“BAA”) is made by and between Restorix Health, Inc. (“Business Associate”) and North Sunflower Medical Center (“Covered Entity”) as of 10/26/2022, 2022 (the “Effective Date”).

RECITALS

WHEREAS, Business Associate performs functions and activities on behalf of, and provides services to Covered Entity pursuant to a Wound Care Services Agreement dated on or around the date hereof (the “Agreement”);

WHEREAS, in connection with the functions, activities and services Business Associate provides pursuant to the Agreement, Covered Entity may disclose Protected Health Information (“PHI”) to Business Associate, and Business Associate may create or receive PHI on behalf of Covered Entity; and

WHEREAS, the HIPAA Rules (as defined below) require Covered Entity and Business Associate to enter into a contract containing specific requirements pertaining to Business Associate’s Use and Disclosure of PHI received from, or created or received on behalf of, Covered Entity;

NOW THEREFORE, in consideration of the recitals above and mutual covenants and conditions below, Covered Entity and Business Associate enter into this BAA, and agree as follows:

SECTION 1 - DEFINITIONS

Terms used in this BAA but not otherwise defined, including the following terms, will have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (or PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information (or Unsecured PHI), and Use.

Specific definitions:

1.1 **Business Associate.** “Business Associate” will generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, will mean the entity defined as Business Associate in the introductory paragraph above.

1.2 **Covered Entity.** “Covered Entity” will generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, will mean the entity defined as Covered Entity in the introductory paragraph above.

1.3 **HIPAA Rules.** “HIPAA Rules” will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

SECTION 2 - OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Prohibition on Unauthorized Use or Disclosure. Business Associate will not Use or Disclose PHI other than as permitted or required by the HIPAA Rules, this BAA, or as Required By Law.

2.2 Safeguards. Business Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.3 Duty to Report Violations. Business Associate will report to Covered Entity any Use or Disclosure of PHI not provided for by the HIPAA Rules or this BAA of which it becomes aware, including breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware.

2.4 Subcontractors. Business Associate will, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

2.5 Access to PHI. Within twenty (20) days of a request by Covered Entity, Business Associate will make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

2.6 Amendment to PHI. Within twenty (20) days of a request by Covered Entity, Business Associate will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

2.7 Accounting of Disclosures. Business Associate will maintain and make available the information required to provide an accounting of Disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

2.8 Compliance with Requirements. To the extent Business Associate has expressly agreed in this BAA or the Agreement to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

2.9 Inspection of Books and Records. Business Associate will maintain and make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.10 Individual Requests to Business Associate. If an Individual makes a request directly to Business Associate for access to PHI, amendment of PHI, an accounting of Disclosures, or any similar action regarding PHI (including without limitation a request pursuant to an authorization), Business Associate will within twenty (20) days forward such request to Covered

Entity, and Covered Entity will be solely responsible for determining whether to grant, deny or otherwise act upon such Individual's request.

SECTION 3 – PERMITTED USES AND DISCLOSURES

3.1 Permitted Use and Disclosure. Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Agreement.

3.2 Required by Law. Business Associate may Use or Disclose PHI as Required By Law.

3.3 Minimum Necessary. Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with Covered Entity's Minimum Necessary policies and procedures.

3.4 Other Permitted Uses and Disclosures. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific Uses and Disclosures set forth below:

(a) Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(b) Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached

(c) Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

3.5 De-Identification. Business Associate may de-identify PHI and use such de-identified data for any lawful purpose. Once PHI has been properly de-identified, then as set forth in Section 164.502(d) of the HIPAA Rule, the HIPAA Rule no longer applies to or protects the de-identified information, and such information is no longer subject to the terms and conditions of this BAA.

SECTION 4 – OBLIGATIONS OF COVERED ENTITY

4.1 Notice of Limitation. Covered Entity will notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

4.2 Notice of Revocation of Authorization. Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

4.3 Notice of Restriction. Covered Entity will notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4.4 Impermissible Requests. Covered Entity will not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific Uses and Disclosures set forth in Section 3.4 above.

4.5 Minimum Necessary Policies and Procedures. Covered Entity will provide Business Associate copies of, and specific instructions regarding, Covered Entity's Minimum Necessary policies and procedures.

4.6 Subpoenas, Court Orders and Other Proceedings. If Business Associate receives a request to disclose PHI of Covered Entity in the course of any judicial, administrative or similar proceeding (whether by way of subpoena, court order or other means), then to the extent allowed by applicable law Business Associate will promptly forward the request to Covered Entity, and Covered Entity will be responsible for responding to the request.

SECTION 5 – BREACH NOTIFICATION

5.1 Breach Notification. As soon as reasonably possible, and in all cases within thirty (30) days of the first day on which any employee, officer, or agent of Business Associate either knows or, by exercising reasonable due diligence, would have known that a Breach of Unsecured PHI has occurred, Business Associate will notify Covered Entity of such Breach. The notification will include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed during such Breach. The notification will also include: (1) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (2) a description of the types of Unsecured PHI that were involved in the Breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) recommended steps that Individuals should take to protect themselves from potential harm resulting from the Breach; and (4) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. Business Associate will maintain evidence to demonstrate that any required notification under this paragraph was made unless Business Associate determines that a delayed notification applies.

5.2 Delayed Notification to Covered Entity. If a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under Section 5.1 above would impede a criminal investigation or cause damage to national security, then Business

Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate will document the statement in writing, including the name of the law enforcement official making the statement, and may delay the required notification for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate will be obligated to maintain evidence to demonstrate that the required notification under this paragraph was made.

SECTION 6 – TERM & TERMINATION

6.1 Term. The term of this BAA will be effective as of the date the BAA is signed, and will terminate when all PHI is returned to Covered Entity or destroyed, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions of this Section 6.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity will provide written notice of the breach and provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period or cure is not possible, then Covered Entity may terminate this BAA upon written notice, unless termination is infeasible.

6.3 Effect of Termination. Except as provided in this Section 6.3, upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

- (a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that Business Associate still maintains in any form;
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section 6.3, for as long as Business Associate retains the PHI;
- (d) Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in Section 3 above which applied prior to termination; and
- (e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

SECTION 7 – MISCELLANEOUS

7.1 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

7.2 Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

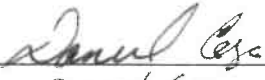
7.3 Survival. The respective rights and obligations of Business Associate under Sections 6 and 7 will survive the termination of this BAA.

7.4 Interpretation. Any ambiguity in this BAA will be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties have each caused this Business Associate Agreement to be executed by an authorized officer, as of the Effective Date.

COVERED ENTITY:

North Sunflower Medical Center

By: 
Name: Daniel Ceja
Title: CEO

BUSINESS ASSOCIATE:

Restorix Health, Inc.

By: 
Dave Walz (Apr 27, 2022 16:22 EDT)
Name: David J. Walz
Title: President, Business Development
and Contracting Services

North Sunflower Medical Center - A&R Wound Care Svcs Agrmt eff 4.26.22

Final Audit Report

2022-04-27

Created:	2022-04-27
By:	Angela Gaubert (Angela.Gaubert@restorixhealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6rkOINN9ECCAjHwwZb7upKfSaq8KbUk5

"North Sunflower Medical Center - A&R Wound Care Svcs Agrmt eff 4.26.22" History



Document created by Angela Gaubert (Angela.Gaubert@restorixhealth.com)

2022-04-27 - 8:21:20 PM GMT



Document emailed to Dave Walz (dave.walz@restorixhealth.com) for signature

2022-04-27 - 8:21:51 PM GMT



Email viewed by Dave Walz (dave.walz@restorixhealth.com)

2022-04-27 - 8:22:34 PM GMT



Document e-signed by Dave Walz (dave.walz@restorixhealth.com)

Signature Date: 2022-04-27 - 8:22:53 PM GMT - Time Source: server



Agreement completed.

2022-04-27 - 8:22:53 PM GMT



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