

## **MY ONE MEDICAL SOURCE (MOMS) PLATFORM AND NETWORK**

### **I. GENERAL TERMS AND CONDITIONS**

1. MOMS has developed a proprietary technology platform (the “MOMS Platform”) that allows a Clinical Laboratory (the “LAB”) providing certain clinical specimen testing services and the LAB’s patients, individuals who desire access to LAB’s product offering(s), and other clients of MOMS (collectively, “Clients”) to access a network of medical facilities referred to as “Medical Access Points” or “MAPs” and Independent Phlebotomy Service Providers (“Independent PSPs or INDEPENDENT PSP”) that provide a skilled labor for the provision of certain healthcare services related to the collection of clinical specimens for such Clients.
2. LABs which have entered into a LAB Master Services Agreement, Independent PSP who have entered in a Independent PSP Master Services Agreement and MAPs which have entered into a MAP Master Services Agreement, have been granted the right to access and use the MOMS Platform. All terms not otherwise defined in these Terms and Conditions have the same meaning as defined in the LAB Master Services Agreement and MAP Master Services Agreement, respectively.
3. The MOMS Platform allows Clients to create appointment requests for the performance and delivery of clinical specimen collection and health services related to such specimen collection (the “Requested Services”) by workforce members of the MAP or by Independent PSPs who meet the required Standards and Qualifications to provide the Requested Services under applicable federal and state law (collectively, “Phlebotomists”),
4. The MOMS Platform allows Phlebotomists to access appointment details for Requested Services they will provide to Clients.
5. The MOMS Platform allows MAPs access to information necessary to perform such tasks as required to manage and schedule appointments for Requested Services and for the oversight and management of Phlebotomists in performing the Requested services.
6. The MOMS Platform facilitates the scheduling of the Requested Services at approved MAPS to be performed by qualified by Phlebotomists, provides appointment reminders to Clients, and provides for the reporting of charges and/or activity performed by Phlebotomists for Requested Services to LAB and Clients.
7. MOMS does not recommend or endorse any specific LAB, MAP, Phlebotomist, Independent PSP, clinical laboratory test, procedure, specimen collection method, treatment, product, drug, equipment, supply, regimen, supplement, benefit, opinion, or any other information that may appear on or through the MOMS Platform.

### **II. TERMS AND CONDITIONS APPLICABLE TO LAB SERVICE PROVIDERS**

1. A LAB which has entered into a LAB Master Services Agreement with MOMS may select any MAP participating in the MOMS Platform to perform Requested Services, through Phlebotomists, for Clients who have referred clinical laboratory tests to the LAB.
2. By utilizing the MOMS Platform and promoting the use of the MOMS Platform to the LAB’s Clients and/or patients, to perform Requested Services and by selecting a MAP to perform Requested Services through Phlebotomists, a LAB represents, warrants, and agrees that:
  - (a) the selection of each MAP through which the LAB will obtain the Requested Services is at LAB’s sole discretion and its own professional judgment;
  - (b) each MAP selected for the performance of Requested Services meets the LAB’s minimum standards for the Requested Services, including without limitation that: (i) the licensure or other credentials of the MAP and MAP’s Phlebotomists, as made available to the LAB on the MOMS Platform, are acceptable to the LAB and sufficient for the Requested Services, (ii) the MAP’s professional liability insurance coverage as set forth in Section III (2) of the Terms and Conditions is acceptable to the LAB, and (iii) the LAB accepts each MAP’s verification that the MAP’s Phlebotomists do not appear on the exclusion lists set forth in Section III (1)(c) of the Terms and Conditions;
  - (c) the LAB is responsible for ensuring that any special Processing, Handling and Preparation for Shipment instructions are communicated to the MAP through the MOMS Platform;

- (d) the LAB will be responsible for making all payments for published, accepted and completed Requested Services to the MAP when applicable, or when not otherwise paid for by the Client directly to the MAP for whom at the time of performance of the Requested Services; and
  - (e) the LAB maintains Professional Liability Insurance with Minimum Coverage Limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate that are applicable to and cover the Requested Services for the entire term of the LAB Master Services Agreement. If a LAB maintains Professional Liability Insurance on a claims made basis, it must either continue such coverage without interruption for a period of at least five (5) years after termination of the LAB Master Services Agreement, or procure a continuing endorsement extending the claims presentment period for a period of not less than five (5) years after the termination of the LAB Master Services Agreement.
3. By utilizing the MOMS Platform and promoting the use of the MOMS Platform to the LAB's Clients and/or patients, to perform Requested Services and by selecting an Independent PSP to perform Requested Services at a MAP, a LAB represents, warrants, and agrees that:
- (a) the selection of each Independent PSP through which the LAB will obtain the Requested Services is at LAB's sole discretion and its own professional judgment;
  - (b) LAB has notified MOMS that the Independent PSP is eligible to participate in the MOMS Independent PSP Platform on behalf of the Clinical Laboratory;
  - (c) each Independent PSP selected for the performance of Requested Services meets the LAB's minimum standards for the Requested Services, including without limitation that: (i) the licensure or other credentials of the Independent PSP are acceptable to the LAB and sufficient for the Requested Services, and the LAB has on file a current and valid copy of the license, certificate or other proof of professional competency, training and experience for each Independent PSP, (ii) the Independent PSP has professional liability insurance coverage in the minimum amounts as set forth in Section IV (1)(f) of the Terms and Conditions, (iii) the LAB has verified that each Independent PSP does not appear on the exclusion lists set forth in Section IV (1)(c) of the Terms and Conditions; and (iv) the LAB will ensure and require Independent PSPs who perform Requested Services will follow and be bound by the requirements of these Terms and Conditions and the INDEPENDENT PSP Master Services Agreement;
  - (d) the LAB is responsible for ensuring that any special Processing, Handling and Preparation for Shipment instructions are communicated to the Independent PSP through the MOMS Platform;
  - (e) the LAB will solely be responsible for making all payments for published, accepted and completed Requested Services to the Independent PSP when applicable, or when not otherwise paid for by the Client directly to the Independent PSP for whom at the time of performance of the Requested Services;
  - (f) MOMS shall have no responsibility or obligation to satisfy or pay any compensation that may be owed to an Independent PSP by a LAB; and
  - (g) the LAB maintains Professional Liability Insurance with Minimum Coverage Limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate that are applicable to and cover the Requested Services for the entire term of the LAB Master Services Agreement. If a LAB maintains Professional Liability Insurance on a claims made basis, it must either continue such coverage without interruption for a period of at least five (5) years after termination of the LAB Master Services Agreement, or procure a continuing endorsement extending the claims presentment period for a period of not less than five (5) years after the termination of the LAB Master Services Agreement.
4. All payments under this Agreement will be in the amount, collected in the manner, and at the times specified in the LAB Master Services Agreement.
5. A LAB will comply with all applicable federal, state and local laws in performing its obligations hereunder and in connection with the Requested Services.
6. A LAB will provide all instructions to each MAP and Independent PSP it selects to perform Requested Services necessary for the MAP and its Phlebotomists and any Independent PSP to perform the Requested Services.

7. If and to the extent any Requested Services will require in the determination of a LAB any specific professional competencies, training or experience beyond the minimum standards set forth for MAPS or Independent PSPs to participate in the MOMS Platform, or any other terms and conditions not contained in these Terms and Conditions, a LAB and a MAP and any Independent PSP may enter into a separate agreement setting forth such terms, provided that any such separate agreement shall be expressly conditioned on the LAB and the MAP and any Independent PSP being current and active service providers on the MOMS Platform in good standing. MOMS shall be an express third party beneficiary to such separate agreement so as to allow it to terminate such a separate agreement in the event that either the LAB, MAP or any Independent PSP are no longer participating in the MOMS Platform.
8. A LAB will use, disclose, and maintain all "Protected Health Information" related to Clients in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the HIPAA Privacy and Security Rules and its obligations under these Terms and Conditions, the LAB Master Services Agreement, and the Business Associate Agreement between the LAB and MOMS.
9. A LAB shall indemnify, defend, and hold harmless MAP, Independent PSP and MOMS, and each of their respective owners, members, managers, directors, officers, employees, agents, successors and assigns, from and against all liabilities, expenses, and costs (including reasonable attorneys' fees and court costs) arising out of any claim, complaint, suit, proceeding, or cause of action brought against any of them by a third-party resulting from: (a) the negligent or intentionally wrongful acts or omissions of the LAB; or (b) a material breach of these Terms and Conditions or the LAB Master Services Agreement by the LAB.

### **III. TERMS AND CONDITIONS APPLICABLE TO MAP SERVICE PROVIDERS**

1. By entering into a MAP Master Services Agreement with MOMS, and accepting via the MOMS Platform any request from a LAB or Clients to perform Requested Services, the MAP represents, warrants, and agrees that:
  - (a) the MAP has verified that each Phlebotomist within MAP's Phlebotomists' labor pool meets all applicable certification, licensing or minimum professional standards in the state(s) in which Requested Services are to be provided;
  - (b) the MAP has on file a current and valid copy of the license, certificate or other proof of professional competency, training and experience for each Phlebotomist within MAP Phlebotomist's labor pool;
  - (c) the MAP has verified that each Phlebotomist within MAP Phlebotomist's labor pool does not appear in the most recent list of excluded individuals/entities as published by the Department of Health and Human Services (DHHS) Office of the Inspector General, in the list of debarred contractors as published in the System for Award Management by the General Services Administration, nor any similar exclusion list maintained by a state Medicaid department or office;
  - (d) the MAP will follow any special Processing, Handling and Preparation for Shipment instructions that are communicated to the MAP by the LAB through the MOMS Platform and may be entitled to additional fees or payment from the LAB, above and beyond the standard specimen collection fee normally due to the MAP, in exchange for performing such specialized specimen collection draws;
  - (e) the MAP will ensure and require that Phlebotomists who perform Requested Services will follow and be bound by the requirements of these Terms and Conditions and the MAP Master Services Agreement; and
  - (f) the MAP maintains Professional Liability Insurance with Minimum Coverage Limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate that are applicable to and cover the Requested Services for the entire term of the MAP Master Services Agreement. If A MAP maintains Professional Liability Insurance on a claims made basis, it must either continue such coverage without interruption for a period of at least five (5) years after termination if the MAP Master Services Agreement, or procure a continuing endorsement extending the claims presentment period for a period of not less than five (5) years after the termination of the MAP Master Services Agreement.
2. A MAP shall not receive any fee for appointments that are canceled by the LAB or Clients and shall not seek to charge any cancellation fee against a LAB or Clients outside of the MOMS Platform. In the event that a MAP fails to follow the Processing, Handling, and Shipping Preparation instructions set by a LAB for a specimen collection such that the specimen is not able to be successfully tested by the LAB, the MAP shall re-collect the specimen for the Client at no additional fee or charge to the Client or LAB.
3. A MAP and the MAP Phlebotomists will comply with all applicable federal, state and local laws in performing its obligations hereunder and in connection with the Requested Services.

4. A MAP and the MAP Phlebotomists will use, disclose, or maintain all "Protected Health Information" related to Clients in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the HIPAA Privacy and Security Rules and its obligations under these Terms and Conditions, the MAP Master Services Agreement, and the Business Associate Agreement between the LAB and MOMS.
5. A MAP, the MAP's Phlebotomists, and any other person employed or acting on behalf of the MAP shall not solicit, induce, attempt to solicit or induce, or otherwise communicate with any LAB Client or patient for the purpose or result of causing such Client or patient to utilize any entity, person, or provider other than the ordering LAB for the performance of the laboratory testing services for which the Client or patient has selected the MAP to perform a specimen collection or to otherwise terminate or change the Client's or patient's relationship with the ordering LAB. The foregoing notwithstanding, Clients and patients shall remain free to self-refer to any provider or supplier at any time and nothing in this Agreement shall operate to limit such patient freedom of choice of healthcare providers.
6. A MAP and the MAP Phlebotomist's labor pool, jointly and severally, shall indemnify, defend, and hold harmless LAB and MOMS, and each of their respective owners, members, managers, directors, officers, employees, agents, successors and assigns, from and against all liabilities, expenses, and costs (including reasonable attorneys' fees and court costs) arising out of any claim, complaint, suit, proceeding, or cause of action brought against any of them by a third-party resulting from: (a) the negligent or intentionally wrongful acts or omissions of the MAP or the MAP Phlebotomists; or (b) a material breach of these Terms and Conditions or the MAP Master Services Agreement by MAP or the MAP Phlebotomist.

#### **IV. TERMS AND CONDITIONS APPLICABLE TO INDEPENDENT PSP PROVIDERS**

1. By entering into an INDEPENDENT PSP Master Services Agreement with MOMS, and accepting via the MOMS Platform any request from a LAB to perform Requested Services, the Independent PSP represents, warrants, and agrees that:
  - (a) INDEPENDENT PSP meets all applicable certification, licensing or minimum professional standards in the state(s) in which Requested Services are to be provided;
  - (b) INDEPENDENT PSP has on file a current and valid copy of the license, certificate or other proof of professional competency, training and experience for him or herself;
  - (c) INDEPENDENT PSP does not appear in the most recent list of excluded individuals/entities as published by the Department of Health and Human Services (DHHS) Office of the Inspector General, in the list of debarred contractors as published in the System for Award Management by the General Services Administration, nor any similar exclusion list maintained by a state Medicaid department or office;
  - (d) INDEPENDENT PSP will follow any special Processing, Handling and Preparation for Shipment instructions that are communicated to the MAP by the LAB through the MOMS Platform
  - (e) INDEPENDENT PSP who perform Requested Services solely on behalf of a LAB with which he or she has an independent contractor relationship will follow and be bound by the requirements of these Terms and Conditions and the LAB Master Services Agreement; and
  - (f) INDEPENDENT PSP maintains Professional Liability Insurance with Minimum Coverage Limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate that are applicable to and cover the Requested Services for the entire term of the MAP Master Services Agreement. If an INDEPENDENT PSP maintains Professional Liability Insurance on a claims made basis, it must either continue such coverage without interruption for a period of at least five (5) years after termination of the INDEPENDENT PSP Master Services Agreement, or procure a continuing endorsement extending the claims presentment period for a period of not less than five (5) years after the termination of the INDEPENDENT PSP Master Services Agreement.
2. The LAB(s) for which Independent PSP performs services shall be solely responsible for the payment and satisfaction of all compensation owed to Independent PSP for such services, and Independent PSP agrees and acknowledges that MOMS shall have no responsibility or obligation to Independent PSP to satisfy or pay any compensation that may be owed to Independent PSP from a LAB.
3. Independent PSPs are prohibited from performing any duties, services, or work on behalf of or for the benefit of any MAP location to which they are assigned to perform services by a LAB.

4. INDEPENDENT PSP shall not receive any fee for appointments that are canceled by the LAB or Clients and shall not seek to charge any cancellation fee against a LAB or Clients outside of the MOMS Platform. In the event that a INDEPENDENT PSP fails to follow the Processing, Handling, and Shipping Preparation instructions set by a LAB for a specimen collection such that the specimen is not able to be successfully tested by the LAB, the INDEPENDENT PSP shall re-collect the specimen for the Client at no additional fee or charge to the Client or LAB.
5. INDEPENDENT PSP will comply with all applicable federal, state and local laws in performing its obligations hereunder and in connection with the Requested Services.
6. INDEPENDENT PSP will use, disclose, or maintain all "Protected Health Information" related to Clients in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the HIPAA Privacy and Security Rules and its obligations under these Terms and Conditions, the INDEPENDENT PSP Master Services Agreement, and the Business Associate Agreement between the LAB and MOMS.
7. An INDEPENDENT PSP and any other person employed or acting on behalf of the INDEPENDENT PSP shall not solicit, induce, attempt to solicit or induce, or otherwise communicate with any LAB Client or patient for the purpose or result of causing such Client or patient to utilize any entity, person, or provider other than the ordering LAB for the performance of the laboratory testing services for which the Client or patient has selected the INDEPENDENT PSP to perform a specimen collection or to otherwise terminate or change the Client's or patient's relationship with the ordering LAB. The foregoing notwithstanding, Clients and patients shall remain free to self-refer to any provider or supplier at any time and nothing in this Agreement shall operate to limit such patient freedom of choice of healthcare providers.
8. INDEPENDENT PSP shall indemnify, defend, and hold harmless LAB and MOMS, and each of their respective owners, members, managers, directors, officers, employees, agents, successors and assigns, from and against all liabilities, expenses, and costs (including reasonable attorneys' fees and court costs) arising out of any claim, complaint, suit, proceeding, or cause of action brought against any of them by a third-party resulting from: (a) the negligent or intentionally wrongful acts or omissions of the INDEPENDENT PSP; or (b) a material breach of these Terms and Conditions or the Independent PSP Master Services Agreement by INDEPENDENT PSP.

#### **V. ADDITIONAL TERMS AND CONDITIONS**

1. Client use of the MOMS Platform is at all times subject to the then current MOMS' Client Privacy Policy and Client Terms of Service, available at <https://www.myonemedicalsource.com/legal>. LAB, INDEPENDENT PSP and MAP agree to abide by the Client Privacy Policy and Client Terms of Service. The Client Privacy Policy and Client Terms of Service are subject to modification by MOMS at any time in its sole discretion.
2. MOMS, LAB, INDEPENDENT PSP and MAP are independent parties and neither party nor its employees, agents, and contractors (including the Phlebotomists) will be deemed to be an agent, servant, employee, employer, joint venture member, or partner of the other party or its employees or agents, for any purpose whatsoever, by virtue of this Agreement.
3. MOMS is entitled to rely on the representations and warranties made by each LAB, INDEPENDENT PSP, and MAP who agree to participate in the MOMS Platform and who have agreed to these Terms and Conditions.
4. MOMS may immediately terminate the LAB Master Service Agreement, INDEPENDENT PSP Master Services Agreement, or MAP Master Service Agreement, as applicable, and participation in and access to the MOMS Platform for any breach of representations, warranties or obligations under these Terms and Conditions.
5. MOMS is intended solely for use by Clients who are legal residents of the United States who are age 18 or older. Use of the MOMS Services is only permitted at times when the Client is residing

in the United States. LAB, INDEPENDENT PSP and MAP agree not to market to or otherwise solicit anyone who is under the age of 18, or who is not a legal US Resident, to use the MOMS service.

6. Any third-party links, references, or interfaces in the MOMS Platform are provided as a convenience and are limited to those that meet MOMS' purposes. The inclusion of a link, reference or interface does not necessarily indicate or imply an endorsement of any third party by MOMS, its content, or any merchandise, products, or service provided therein. MOMS makes no representations regarding the content or accuracy of any other website, application, service or product which may be accessed through the MOMS Platform. These linked sites and services are not under MOMS control, and MOMS is not responsible for the content available on any linked, referenced or interfaced site or service or any link or reference contained within a linked, referenced or interfaced site or service, or any changes or updates to such sites or services. LAB, INDEPENDENT PSP or MAP's access and use of any linked, referenced or interfaced sites and services are entirely at its own risk and subject to any terms and conditions and privacy policies posted on those sites. MOMS is not responsible or liable for the availability of external websites or resources, and does not screen or endorse them. MOMS is not responsible or liable for any content, advertising, services, products, or other materials on or available from third-party websites or resources. MOMS is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third-party content, goods or services available on or through any third-party website or resource.
7. LAB, INDEPENDENT PSP and MAP agree to comply with all applicable federal, state, local, and international laws and regulations when using the Services. LAB, INDEPENDENT PSP and MAP shall not use the Services in any manner with the intent to interrupt, damage, disable, overburden, or impair the Services, or interfere with any other party's use and enjoyment of the Services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests.
8. LAB, INDEPENDENT PSP, and MAP may not, without MOMS' express written, prior permission, access, monitor, or copy any content or information provided in or through the MOMS Platform using any data mining, robot, spider, scraper, or other automated means or any manual process for any purpose; take any action that imposes, or may impose, in MOMS discretion, an unreasonable or disproportionately large load on the MOMS Platform's infrastructure; use any device, software, computer code, or virus to interfere or attempt to disrupt or damage the MOMS Platform; decompile, reverse engineer, modify, or disassemble any of the software related to the services; deep-link to any portion of the MOMS Platform for any purpose; or "frame," "mirror," or otherwise incorporate any part of the MOMS Platform into any other website or application. LAB, INDEPENDENT PSP, and MAP agree to cooperate with MOMS to prevent any unauthorized hacking of the Services or unauthorized use thereof.
9. LAB, INDEPENDENT PSP, and MAP may not exploit software errors to manipulate the MOMS Platform and its systems.
10. LAB, INDEPENDENT PSP, and MAP may not use the MOMS Platform to publish, disseminate, or submit any defamatory, offensive, or illegal material.

11. LAB, INDEPENDENT PSP, and MAP shall not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the MOMS Platform.
12. The MOMS Platform, including all text, graphics, animation, logos, button icons, images, audio clips, software, trademarks, copyrighted information, proprietary methods or technology, patents, or any other material displayed on or contained within the MOMS Platform (collectively, the "Content"), and the collection, arrangement, and assembly of the Content, is the property of MOMS or is licensed for use by MOMS. LAB, INDEPENDENT PSP, and MAP do not have, nor does its use of the website provide, any ownership interest in the MOMS Platform or the Content. The MOMS Platform and Content are subject to and must be used in accordance with applicable intellectual property laws, including the protections of trademark, patent, or copyright requirements. LAB, INDEPENDENT PSP, and MAP may not modify, copy, reproduce, prepare derivative works from, license, sell, rent, transfer, translate, redistribute, transmit, republish, reverse engineer, decompile, or disassemble the MOMS Platform or Content in any way without the express and prior written consent of MOMS.
13. Copyright and trademarks in the Content are reserved to MOMS and/or the copyright owners (licensors). Prior permission to use, copy, reproduce or reprint any copyrighted material must be obtained from the copyright or trademark owner, regardless of intended use. LAB, INDEPENDENT PSP, or MAP contact MOMS with requests to obtain permission to use, copy, reproduce, or reprint copyrighted Content. LAB, INDEPENDENT PSP, and MAP must further abide by all copyright notices, information or restrictions contained or provided in the MOMS Platform or Content.
14. MOMS respects the intellectual property of others. If there is a concern that work has been copied in a way that violates another person's rights, LAB, INDEPENDENT PSP, or MAP must immediately provide MOMS with the information necessary to evaluate such claim and respond appropriately.
15. Any dispute, controversy or claim arising out of or relating to these Terms and Conditions or the Requested Services will be settled through confidential, binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, as set forth in the applicable MAP Master Services Agreement, INDEPENDENT PSP MASTER SERVICES AGREEMENT or LAB Master Services Agreement, or the Client Terms of Service, as applicable.
16. These Terms and Conditions, and any action related thereto, will be governed by the laws of the State of Ohio without regard to its conflict of laws provisions and you agree to consent to jurisdiction and venue in the state or federal courts located in Cuyahoga County with respect to the enforcement of these Terms and Conditions and agree to waive any objection to such jurisdiction or venue based on *forum non conveniens*.
17. MOMS reserves the right, in its sole discretion, to modify, discontinue or terminate the Services, or to modify these Terms and Conditions at any time, with notice to LAB, INDEPENDENT PSP, and MAP.