



STANDARD TERMS & CONDITIONS

A. TERM & TERMINATION

- A1. **Term.** The term of the Agreement shall be for the term stated in the Agreement or, if no term is stated, for a term of one (1) year from its commencement (“**Initial Term**”). Following the Initial Term, the Agreement shall automatically renew for successive one (1) year terms, unless the Agreement provides for a longer renewal term. Either party may terminate the Agreement, without cause and without penalty, by providing the other party thirty (30) days advance written notice of such termination. If the Stark Personal Service Arrangements exception (currently set forth at 42 CFR §411.357(d)) applies to the arrangement between Facility and Contractor, then the parties agree that if the Agreement is terminated with or without cause, the parties may not enter into the same or substantially the same arrangement with each other during the first year of the original one-year term of the Agreement.
- A2. **Termination for Breach.** Either party may terminate the Agreement immediately for cause in the event that the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days following the provision of written notice of the breach by the non-breaching party. Facility may terminate the Agreement immediately if Contractor becomes the target of an investigation by any government agency for the violation of any law, if Contractor is charged, convicted or pleads guilty or no contest to any violation of the law, if Contractor enters into any settlement agreement with any government agency, if Facility believes that continuation of this Agreement presents a danger to Facility’s residents or that Contractor is violating any law, if Contractor cancels its insurance coverage, or if the Agreement causes Facility not to be in compliance with any law.
- A3. **Termination for Insolvency.** If Contractor should become bankrupt, insolvent, make arrangements or take steps to arrange a workout or restructuring of its debts, make an unauthorized assignment, go into liquidation, or should proceedings be initiated for the purpose of having a receiving order or winding-up order made against it, then Facility may, without prejudice, and in its sole discretion and in addition to any of its other rights and remedies, demand immediate adequate assurance of performance and/or suspend its obligations until the Contractor’s financial position appears satisfactory to Facility, in the Facility’s sole discretion. If Contractor does not provide such adequate assurance of performance, then Facility may immediately terminate the Agreement upon written notice to the Contractor.
- A4. **Transition Services.** At Facility’s specific and written request, Contractor shall continue servicing Facility, under the same terms and conditions of the Agreement, for at least an additional ninety (90) days past any effective termination date to allow for transition to a new contractor. If Contractor continues to provide services to Facility pursuant to this section after termination of the Agreement, Facility agrees to pay for services or goods provided in advance. Facility shall not be liable or responsible for payment of any goods or services provided beyond the termination date unless transition services are explicitly requested pursuant to these Standard Terms & Conditions.

B. PAYMENT TERMS

- B1. **Invoices.** Contractor will invoice Facility for all goods and/or services provided that are the financial responsibility of the Facility. Any Contractor invoice shall set forth, at a minimum, to the extent applicable: (a) the goods/services provided; (b) the names of the individuals to whom the goods/services were provided; (c) the time spent providing the goods/services; (d) the date that the goods/services were provided; (e) the charge for each good/service provided; (f) the total amount due; (g) Contractor’s name, email address, phone number, and address to which payment and disputes should be sent; and (h) any other information as may be required by law or requested from time-to-time by Facility (“**Invoice**”).
- B2. **Payment Terms.** Facility shall pay Contractor for non-disputed charges within sixty (60) days of Facility’s receipt of Contractor’s complete Invoice. In the event that Facility has specifically agreed in the Agreement to pay interest on late payments, Contractor will only charge interest on non-disputed charges that are more than thirty (30) days past due, and interest shall not exceed the applicable federal short-term interest rate. Contractor’s failure to charge interest on an Invoice immediately following the month in which such interest accrues and/or Contractor’s failure to collect interest during the month immediately following the month in which such interest accrues shall be deemed a waiver of the Contractor’s right to charge and/or collect such interest. In no event shall Facility be responsible for payment of any late fee or other charge (including, but not limited to, collection fees or other fees due to Facility’s choice of payment method) associated with payment of Contractor’s Invoices. Contractor must submit all Invoices to Facility within ninety (90) days of the service date; any Invoices not received by Facility within that time period will not be paid.

- B3. **Invoice Audits.** Facility shall have the right to audit (including hiring an outside auditor) to verify the accuracy of Contractor's billing to Facility. Contractor shall refund any overpaid amounts to Facility within thirty (30) days of receiving a copy of the audit findings. Audits shall be at Facility's sole cost and expense, unless such audit finds that Contractor has overbilled Facility by at least two percent (2%); in such circumstance, Contractor shall pay all costs of the audit in addition to refunding any overpaid amounts.
- B4. **Setoff.** Facility may offset and deduct any amounts owed by Contractor to Facility from any amount Facility owes to Contractor for any reason.
- B5. **Expenses.** If the Agreement provides for Facility to reimburse Contractor for expenses, all expenses in excess of One Hundred Dollars (\$100.00) must be pre-approved in writing by Facility, and Facility shall only reimburse Contractor for reasonable expenses that are submitted for reimbursement accompanied by receipts or documentation satisfactory to Facility evidencing the expense.
- B6. **Internal Review.** Contractor agrees and acknowledges that it is required to notify Facility of any compliance or billing issue it identifies with respect to goods and/or services provided to Facility. If Facility or Contractor identifies any issue with respect to the services that Facility determines, in its sole discretion, requires a refund or repayment of any amounts that it received based on Contractor's goods and/or services, then Contractor agrees to pay to Facility all such amounts immediately, including any applicable governmental interest and fines.

C. SERVICE TERMS

- C1. **Services.** Contractor certifies that all services performed pursuant to the Agreement shall be performed: in an efficient, timely, professional, workmanlike and skillful manner; in accordance with requirements of federal and state laws, accrediting standards, and policies of Facility applicable to such services; in conformity with approved practices of Contractor's profession; and in accordance with applicable conditions of participation and reimbursement coverage imposed by governmental and other third-party payers.
- C2. **Onsite.** If Contractor or its employees, agents, contractors and representatives visit or work on Facility premises, Contractor shall ensure that its employees, agents, contractors and representatives comply with any applicable Facility rules and policies.
- C3. **Qualifications.** Contractor represents and warrants that all individuals who are assigned by Contractor to provide services to Facility shall meet the following qualifications at all times:
- a. Be licensed and/or certified in good standing under Florida law and have any other authorizations required to perform his or her duties, as applicable;
 - b. Not be under suspension or subject to any disciplinary proceedings by the department or agency having jurisdiction over the professional activities of the person in the state in which Facility is located and not be under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action, and not be, or have ever been, excluded from participation in the Medicare or Medicaid programs;
 - c. Have had and passed a criminal background check conducted in accordance with Florida law; and
 - d. Meet any other applicable requirements to provide services at Facility under applicable law.
 - e. are not listed in any of the following databases and Contractor will periodically check same:
 - i. OIG List of Excluded Individuals and Entities;
 - ii. United States Department of Justice National Sex Offender Public Website (NSOPW);
 - iii. U.S. General Services Administration System for Award Management exclusions;
 - iv. U.S. Dept. of Treasury Office of Foreign Assets Control Specially Designated Nationals; and
 - v. Florida's Medicaid Exclusion Database, currently known as the Florida Agency for Health Care Administration Medicaid Sanctioned Providers list.

The foregoing shall be an ongoing representation and warranty, and Contractor shall immediately notify Facility of any change in the status of the representation or warranty. Contractor agrees to provide Facility with evidence of the foregoing qualifications upon request, and to indemnify Facility for any losses and/or costs incurred as a result of Contractor's noncompliance with this section upon demand.

- C4. **Maintenance of Records.** Contractor agrees to keep and supply records in such form and for such duration as may be required by federal and state statutes and regulations, and in accordance with the currently approved methods and standard of practice in its industry. Contractor shall make any and all records related to the Agreement available to Facility for inspection and/or audit upon request by Facility.

- C5. **Cost Reports.** Contractor shall prepare and submit to Facility any data requested by Facility for completion of its cost reports.

D. BUSINESS TERMS

- D1. **Insurance.** Contractor agrees to maintain during the term of the Agreement: (a) general commercial liability insurance coverage (including medical malpractice coverage if medical services are provided by Contractor) in the minimum amount of \$1,000,000 dollars per occurrence and \$3,000,000 in the aggregate; (b) if Contractor will use automobiles in the provision of its services, commercial automobile insurance, including bodily injury and property damage coverage for all vehicles used in the performance of Contractor's services under the Agreement, including but not limited to all owned, hired, rented and non-owned vehicles, with limits of liability not less than \$1,000,000 dollars per occurrence and \$3,000,000 in the aggregate ; and (c) workers compensation insurance coverage that meets state requirements. Contractor shall name Facility as an additional insured to the insurance required in this section and upon request, provide Facility with a certificate of insurance that complies with the requirements in this section. Contractor will notify Facility at least ten (10) days prior to cancellation or any reduction in coverage under any insurance policy.
- D2. **Indemnity.** Contractor will indemnify and hold Facility (including Facility's employees, contractors, agents, vendors, representatives, affiliates, successors, directors, officers, subsidiaries, parent companies, owners, members, managers, partners, shareholders, attorneys, consultants, and executives, individually and collectively) harmless from and against all claims, liabilities, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, fines from any governmental agency, fees and expenses incurred in responding to a governmental investigation or appealing a governmental citation, court costs, and/or expert fees brought against or incurred by Facility due to the actions or inactions, breach of duties, malpractice or negligence of Contractor or its employees, contractors, agents, and/or representatives, except to the extent such liability is caused by Facility (collectively, "**Claim**"). If a portion of the liability is caused by Facility, the obligations of indemnification under this section shall continue, but Contractor shall indemnify Facility only for the percentage of responsibility attributable to Contractor.
- D3. **Confidentiality.** Contractor agrees not to use or disclose resident-identifiable information except to the extent that Facility itself is permitted to do so. Contractor acknowledges that all information provided by Facility and/or its employees, contractors, agents, vendors, representatives, affiliates, successors, directors, officers, subsidiaries, parent companies, owners, managers, partners, shareholders, attorneys, consultants, managers, executives, or the like or otherwise made available to Contractor constitutes confidential and proprietary information and includes trade secrets of Facility ("**Confidential Information**"). The Confidential Information may include business and marketing ideas, data, know-how, contracts, agreements, documents, plans, software, processes, designs, reports, specifications, studies, customer lists and other information relating to Facility's operations, fiscal matters, sales, business, marketing and strategic plans and other aspects of Facility's business, business plans, financial condition and operations. Confidential Information does not include information that is generally available to the public or information that is already in the possession of, or independently developed by Contractor on a non-confidential basis. Contractor shall keep and take all steps necessary to protect and keep Confidential Information strictly confidential and shall direct and cause its employees and agents to keep Confidential Information confidential. Contractor shall not disclose or use any Confidential Information for any purpose outside the scope of the Agreement, except with Facility's prior written consent. If Contractor is compelled by law to disclose Confidential Information, it shall provide Facility with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Facility's cost, if Facility wishes to contest the disclosure. Upon the earlier of (1) a written request from Facility or (2) the termination of the Agreement, Contractor shall immediately return to Facility any and all Confidential Information provided by or through Facility and shall destroy any and all copies, notes, reproductions or summaries of any documentation or materials containing any Confidential Information. If Contractor discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this section, Facility shall have the right, in addition to any other remedies available to it, to seek injunctive relief, it being specifically acknowledged by the parties that any other available remedies are inadequate. Unless otherwise agreed to by the parties expressly in writing, any knowledge or information which Contractor discloses to Facility will not be considered confidential or proprietary information, and Facility may use it free from any restrictions.
- D4. **Independent Contractors.** None of the provisions of this Agreement are intended to create (nor shall be deemed or construed to create) any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party, nor any employees or agents thereof, shall have any claim under this Agreement or otherwise against the other party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind.
- D5. **Non-Solicitation.** Contractor agrees that neither it, nor any corporation, agency or other entity controlled or affiliated with Contractor, shall during the term of the Agreement, and for a period of one (1) year after its termination, directly or indirectly solicit to provide services for Contractor any current or former employee of Facility to whom Contractor is introduced as a result

of providing services at Facility. Contractor agrees that it will not attempt to induce any current or former employee or contractor of Facility to terminate its relationship with Facility and Contractor will not provide the name or contact information of any current or former employee or contractor of Facility to any person or entity without the express written consent of Facility, unless required by law. Contractor acknowledges that the restrictions contained in this section are reasonable and necessary to protect the legitimate business interests of Facility and that any breach of this section would result in irreparable harm to Facility. This clause shall not be interpreted to prohibit Contractor or any of its affiliates from soliciting or hiring any person who responds to a general advertisement or solicitation, including but not limited to, advertisements or solicitations through newspapers, trade publications, periodicals, or the internet that are not specifically directed at employees of Facility.

- D6. **Disparagement.** Contractor agrees, and shall require its employees, contractors, agents, and representatives to agree, not to take any action which is intended or would reasonably be expected to harm Facility or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity of Facility. This shall include, but shall not be limited to, Contractor or its employees, contractors, agents, and representatives disparaging Facility or its employees, contractors, agents, vendors, representatives, affiliates, successors, directors, officers, subsidiaries, parent companies, owners, managers, partners, shareholders, attorneys, consultants, executives, or the like, and shall include any negative statement, whether written or oral. This provision is not intended and shall not be interpreted to impede discussions regarding medical treatment for Facility's residents.

E. DISPUTE RESOLUTION

- E1. **Governing Law and Venue.** The Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida, without regard to choice of law or conflicts of law principles. The county in which Facility is located shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of, in connection with, or by reason of the Agreement.
- E2. **JURY TRIAL WAIVER. EACH PARTY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT.**
- E3. **Attorneys' Fees.** With the exception of the indemnification obligations identified in these Standard Terms & Conditions, and to the extent permitted by applicable law, each party shall be responsible for payment of their own legal fees and costs in connection with any dispute regarding the relationship of the parties or the performance of this Agreement, whether formal or informal, and regardless of any statutory right to recovery of such fees.

F. MISCELLANEOUS TERMS

- F1. **Notices.** Any notice to be provided under the Agreement shall be deemed effectively given when mailed by prepaid certified mail, return receipt requested, or sent by overnight delivery by nationally recognized courier service to the other party. All notices to Facility must be sent to the attention of the Administrator at Facility's address, as set forth in the Agreement (or if no address for Facility is set forth in the Agreement, to the address for the Facility on the Facility's website), with an exact copy also sent to Greystone Healthcare Management, 4042 Park Oaks Boulevard, Suite 300, Tampa, Florida 33610 , Attn: CFO. All notices to Contractor shall be sent to the address for Contractor set forth in the Agreement, or if no address for Contractor is set forth in the Agreement, to the most recent address on file for the Contractor at Facility. Any notice not delivered in accordance with this section shall not constitute notice to the other party. Any party may change its address for notice by giving notice in accordance with the provisions of this section.
- F2. **Publicity.** Contractor may not, without Facility's prior written consent, issue any press release or announcement, or advertise or publish any information, mentioning Facility or containing any information relating to the subject matter of the Agreement or the relationship between the parties. Neither party shall use the name, logo, symbol or trademark of the other party, unless review and approval of the intended use is first obtained in writing from the party whose name is to be used.
- F3. **Amendment.** With the exception of those modifications made pursuant to Section F4, no amendment, modification, waiver, or discharge to or of the Agreement and/or these Standard Terms & Conditions shall be valid unless made in writing signed by both parties. Any amendment to the Standard Terms & Conditions must include the following language in bold, "**These terms and conditions shall supersede any conflicting or contrary language in Facility's Standard Terms & Conditions.**"
- F4. **Modifications to Standard Terms & Conditions.** The parties agree that any additional items or conditions required by federal or state statutes and regulations applicable to the arrangement between Facility and Contractor shall be automatically included by reference in these Standard Terms & Conditions and made a part of these Standard Terms & Conditions.
- F5. **Execution.** The Agreement may be executed through electronic signatures. The individual signing the Agreement on behalf of Contractor represents and warrants that he or she has the right, power and authority to enter into the Agreement and to

perform its obligations under the Agreement, and such execution and performance will not violate any other agreement or obligation to which the Contractor is bound.

- F6. **Assignment.** Contractor may not assign any right or delegate any duty under the Agreement and/or these Standard Terms & Conditions without Facility's prior written consent. Any attempted assignment or delegation by Contractor will be void and of no effect. Facility may assign the Agreement to any purchaser or other successor entity operating Facility ("**Assignee**"), and Contractor agrees to accept such assignment. Contractor agrees that Assignee shall be deemed to be a party to the Agreement with the same rights as Facility and that the Agreement shall continue under its existing terms following such assignment. Contractor further agrees that, as of the effective date of the assignment, Contractor shall release Facility under the Agreement and Facility shall have no further obligation or liability arising under the Agreement, provided that such release shall not affect Facility's obligations incurred prior to the effective date of the assignment.
- F7. **Interpretation of Agreement.** (a) Other than as explicitly agreed upon in writing between Facility and Contractor, the Agreement and these Standard Terms & Conditions constitute all the terms and conditions agreed upon between Facility and Contractor and supersede any prior agreements, understandings, and representations in relation to the subject matter of the Agreement, whether written or oral. (b) Any failure by Facility to enforce the Agreement or any Standard Terms & Conditions, or any provision thereof, shall not waive Facility's right to do so. (c) Should any provision of the Agreement or these Standard Terms & Conditions be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement or Standard Terms & Conditions, and the application of that provision shall be enforced to the extent permitted by law.
- F8. **Survival.** The duties of the parties in the sections of these Standard Terms & Conditions relating to payment terms, invoices, audits, internal review, setoff, expenses, termination, transition services, non-solicitation, disparagement, indemnity, confidentiality, status of the parties, notices, survival, publicity, maintenance of records, PBJ data, attorneys' fees, jury trial waiver, governing law and venue, HIPAA, as well as any other sections of these Standard Terms & Conditions that, either explicitly or by their nature, must remain in effect even after termination of the Agreement, shall survive termination.

G. COMPLIANCE TERMS

Contractor agrees and acknowledges that Facility is a nursing facility, and as such, must comply with certain federal and state laws, require its subcontractors to comply with certain federal and state laws, and provide certain notices to subcontractors. This Section describes legal requirements of Contractor as a subcontractor of Facility and provides Contractor those notifications required to be given to it by law.

- G1. **Facility Compliance Program.** Contractor acknowledges that Facility has established a compliance program and policies designed to prevent and detect fraud, waste, and abuse and to promote compliance by the Facility and its employees and agents, including Contractor, with the requirements of Medicare, Medicaid and other federal and state programs. Facility's policies include explanations of the legal and ethical standards governing the conduct of Facility and its employees and contractors in business activities. Some of Facility's procedures include background screening of employees and contractors, procedures for reporting suspected wrongdoing, conducting periodic reviews of the Facility's operations, and discipline for violations of the policies. Contractor agrees to abide by Facility's compliance program and to immediately report to Facility's compliance officer any violations or suspected violations of Facility's compliance program and/or of laws governing Medicare, Medicaid and other state and federal programs. Reports may be submitted, on an anonymous basis if so desired, to Facility's compliance hotline at 1(877) CARE – 301 (877-227-3301) or through the secure compliance website at <https://www.greystonehealth.com/careline/>.
- G2. **Compliance with Laws.** Each party certifies that it will not violate the Anti-Kickback Statute with respect to the performance of the Agreement. Contractor represents and warrants that it is in compliance, and will maintain compliance, with all billing and claims submission laws and regulations during the term of the Agreement. Contractor shall comply with all laws and regulations that are applicable to its business and to its relationship with Facility. Contractor further agrees to comply with all plans of correction and other regulatory requirements necessary for certification, licensure, OSHA and/or other applicable regulatory compliance of Facility.
- G3. **Annual Compliance Training.** Contractor agrees that it will conduct annual compliance training using Facility's Compliance with Laws materials (which will be provided upon request) or using Contractor's own material, provided same is materially similar to Facility's. Contractor agrees to make proof of such training available upon request.
- G4. **Discrimination.** Both parties agree to comply with all applicable federal, state, and local laws prohibiting discrimination against persons on account of race, ethnicity, national origin, sex, color, age, religion, military or veteran status, disability, handicap, genetic information, or any other characteristic protected under applicable law.

- G5. **Reporting Violations.** Contractor agrees to report all violations and suspected violations of the law, and questionable conduct or practices of Facility to Facility's Administrator as required by state and federal law. Contractor acknowledges that Facility's policies and the law prohibit any retaliatory action against employees for reporting a violation of the foregoing to a supervisor or to any government agency.
- G6. **Eligibility to Participate in Federal Healthcare Programs.** Contractor represents and warrants that it and its employees and agents comply with, are not under investigation for violations of, and have never been convicted of or sanctioned for violations of, any state or federal laws governing the Medicare and Medicaid programs (including but not limited to, provisions regarding the billing of services and the referral of patients), laws relating to patient abuse or neglect, health care fraud, and laws governing controlled substances. Contractor represents and warrants to Facility that neither Contractor nor any Contractor employees, contractors, agents, or representatives providing services or goods under the Agreement are currently excluded, suspended, debarred or otherwise ineligible to participate in federal healthcare programs, including Medicare and Medicaid. The representations and warranties in the section are continuous in nature, and Contractor shall immediately notify Facility in writing if any of Contractor's representations and warranties cease to be accurate.
- G7. **Prohibited Remuneration.** Nothing in the Agreement shall be construed as an offer or payment by one party to the other party (or any affiliate of the other party) of any remuneration for patient referrals, or for recommending or arranging for the purchase, lease or order of any item of service for which payment may be made in whole or in part by Medicare or Medicaid. Contractor shall not at any time or in any manner, offer, pay, solicit, encourage, or accept, whether directly or indirectly, any bribe, kickback, gift, inducement or anything of economic value from or to Facility or a Facility employee with the intent to secure business from, purchases by, or influence the decisions of Facility. Any payment made between Contractor and Facility is intended to represent the fair market value of the supplies and/or services to be rendered by the respective party and are not in any way related to or dependent upon referrals by and between Facility and Contractor. Furthermore, it is the stated intent of the parties that nothing contained in the Agreement is or shall be construed as an endorsement for any act of either party.
- G8. **Costs.** Contractor represents that its charges for its services and/or goods are commercially reasonable and above its costs. Contractor acknowledges that Facility is relying on Contractor's representation because Facility is not in a position to know or assess Contractor's costs.
- G9. **HIPAA.** To the extent applicable, each party will comply, and will cause its employees, contractors, agents, and representatives to comply, with the requirements of all applicable laws, rules and regulations that pertain to the confidentiality, security, and privacy of patient information, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). To the extent that Contractor is a business associate of Facility, as that term is defined under HIPAA, Contractor agrees to enter into and abide by the terms and conditions of Facility's standard business associate agreement, located at <https://www.greystonehealth.com/>.
- G10. **Licensing and Certifications.** Contractor represents and warrants that all material permits, licenses, or other governmental authorizations required for the conduct of Contractor's business related to the services or goods provided under the Agreement are current and in good standing at all times during the term of the Agreement, and if there is any change in status to the aforementioned licenses and certifications, Contractor shall promptly notify Facility in writing of such change.
- G11. **Pending Actions.** Contractor certifies that there are no actions, suits or proceedings pending or, to the knowledge of Contractor, threatened against or affecting Contractor in any court or before any governmental commission, board or authority which, if adversely determined, will have a material adverse effect on the ability of Contractor to perform its obligations under the Agreement.
- G12. **Audits.** This provision will apply if the amount paid under the Agreement is \$10,000 or more over a twelve (12) month period. Until the expiration of four (4) years after the furnishing of services or goods pursuant to the Agreement, Contractor shall, upon written request, make available to the Secretary of the Department of Health and Human Services ("HHS"), the Comptroller General, or any of their authorized representatives, the Agreement, and any books, documents and records that are necessary to certify the nature, extent, and costs of provided services of goods incurred by Facility under the Agreement. The availability of Contractor's books, documents and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. Contractor's disclosure under this provision will not be construed as a waiver of any legal rights to which Contractor or Facility may be entitled under statute or regulation. If Contractor performs any of its duties pursuant to the Agreement through a subcontractor, with a value or cost of \$10,000 or more over a twelve (12) month period, then Contractor warrants that it will include a provision in the agreement with the subcontractor substantially similar to this section. If Contractor is required to disclose any books, documents and/or records pursuant to this section, Contractor shall immediately notify Facility and provide Facility copies of such books, documents, and/or records disclosed, to the extent allowed by law.

G13. **PBJ Data.** If Contractor's time spent performing services must be reported by Facility pursuant to the Centers for Medicare and Medicaid Services' ("CMS") Payroll Based Journal rules and guidance, Contractor agrees to obtain and provide to Facility, by the last day of each calendar month, acceptable, accurate, auditable, verifiable and appropriate documentation of services, in the form and format requested by Facility. Given that Facility is required by law to provide this information to CMS, if Contractor fails to abide by this section, Facility may terminate the Agreement with Contractor immediately upon written notice.

G14. **Managed Care & Third Party Payors.** Contractor agrees and acknowledges that the Facility contracts with numerous entities, including, but not limited to entities such as HMOs, Medicare, and Medicaid, to receive payment for the services it and its subcontractors and employees provide to residents. These entities typically require the Facility to make assurances that their subcontractors, employees, and independent contractors are complying with (a) certain policies and procedures of the entities, such as those described in manuals and otherwise, as well as any requirements in the entity's written agreement with the Facility; (b) any laws, rules, and regulations applicable to the services provided; (c) any laws, rules, regulations applicable to recipients of federal or state funds; and (d) all requirements applicable to government programs. By entering into the Agreement, Contractor represents and warrants that it will abide by the foregoing policies, procedures, agreements, laws, rules and regulations, and ensure its own employees, independent contractors, and subcontractors abide by the foregoing, regardless of whether the specifics of the foregoing are made known to Contractor in writing. Contractor likewise agrees that all services and other activities performed by Contractor will be consistent and comply with the obligations of the Facility. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system to verify the employment eligibility of all persons performing services for Medicaid recipients on behalf of Contractor pursuant to the Agreement.

G15. **Use of Outside Resources.** Facility assumes responsibility for obtaining services for its residents that meet professional standards and principles that apply to the professionals providing services in its facility, and Facility is ultimately responsible for ensuring the timeliness of services that it provides to its residents. As such, Contractor certifies that all services provided pursuant to the Agreement shall be performed: in accordance with all federal, state and local laws applicable to such services; in conformity with the highest professional standards; in accordance with the policies and procedures of Facility; and in a timely and prompt manner.

G16. **Notices Required by Law.** Contractor agrees and acknowledges that Facility is a nursing facility, and as such, must require its contractors to comply with certain federal and state laws and provide certain notices to its contractors. This section provides Contractor the notifications required to be given to it by law.

- a. The parties acknowledge the role of the following laws in preventing and detecting fraud, waste, and abuse in federal health care programs. This information shall serve as Contractor's notice of fraud and abuse laws, as required pursuant to Section 6032 of the Deficit Reduction Act of 2005.

Sections 3801 to 3812 of Title 31 of the United States Code provide in pertinent part that:

- Any person who makes, presents, or submits, or causes to be made, presented, or submitted, a claim that the person knows or has reason to know is false, fictitious, or fraudulent; includes or is supported by any written statement which asserts a material fact which is false, fictitious, or fraudulent; includes or is supported by any written statement that omits a material fact, is false, fictitious, or fraudulent as a result of such omission, and is a statement in which the person making, presenting, or submitting such statement has a duty to include such material fact; or is for payment for the provision of property or services which the person has not provided as claimed, shall be subject to, in addition to any other remedy that may be prescribed by law, a civil penalty in an amount determined by law for each such claim. Such person may also be subject to an assessment of not more than twice the amount of the false, fictitious, or fraudulent claim, or the portion of such claim, which is determined to be in violation of the law.
- Any person who makes, presents, or submits, or causes to be made, presented, or submitted, a written statement that the person knows or has reason to know asserts a material fact which is false, fictitious, or fraudulent; or omits a material fact that he/she has a duty to include, and is false, fictitious, or fraudulent as a result of such omission; and contains or is accompanied by an express certification or affirmation of the truthfulness and accuracy of the contents of the statement, shall be subject to, in addition to any other remedy that may be prescribed by law, a civil penalty in an amount determined by law for each such statement.

Sections 3729 to 3733 of Title 31 of the United States Code provide in pertinent part that:

- Any person who: knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim; conspires to commit a violation described in this paragraph; has possession, custody, or control of property or money used, or to be used, by the government and knowingly delivers, or causes to be delivered, less than all of

that money or property; is authorized to make or deliver a document certifying receipt of property used, or to be used, by the government and, intending to defraud the government, makes or delivers the receipt without completely knowing that the information on the receipt is true; knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the government, who lawfully may not sell or pledge property; or knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the government, is liable to the United States government for a civil penalty in an amount determined by law, plus 3 times the amount of damages which the government sustains because of the act of that person, with certain exceptions, and the costs of a civil action brought to recover such penalty or damage.

- The terms “knowing” and “knowingly” mean that a person, with respect to information: has actual knowledge of the information; acts in deliberate ignorance of the truth or falsity of the information; or acts in reckless disregard of the truth or falsity of the information; and require no proof of specific intent to defraud. “Claim” means any request or demand, whether under a contract or otherwise, for money or property and whether or not the United States has title to the money or property, that is presented to an officer, employee, or agent of the United States; or is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the government’s behalf or to advance a government program or interest, and if the United States Government provides or has provided any portion of the money or property requested or demanded, or will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded; and does not include requests or demands for money or property that the government has paid to an individual as compensation for Federal employment or as an income subsidy with no restrictions on that individual’s use of the money or property. “Obligation” means an established duty, whether or not fixed, arising from an express or implied contractual, grantor-grantee, or licensor-licensee relationship, from a fee-based or similar relationship, from statute or regulation, or from the retention of any overpayment. “Material” means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.
- The Attorney General shall diligently investigate violations of the above, and if the Attorney General finds that a person has violated or is violating the law, then he/she may bring a civil action against the person. A person may bring a civil action for a violation of the above for the person and for the United States government. The action shall be brought in the name of the government. If the government proceeds with the action, it shall have the primary responsibility for prosecuting the action, and shall not be bound by an act of the person bringing the action. Such person shall have the right to continue as a party to the action, subject to certain limitations, and may have a right to share in a recovery if certain conditions are met.
- Any employee, contractor, or agent shall be entitled to all relief necessary to make that employee, contractor, or agent whole, if that employee, contractor, or agent is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment because of lawful acts done by the employee, contractor, or agent on behalf of the employee, contractor, or agent or associated others in furtherance of other efforts to stop one or more violations above.

Florida law provides in pertinent part that:

- Florida Statutes §§ 68.081- 68.09 prohibit any person from knowingly presenting or causing to be presented a false or fraudulent claim for payment or approval; knowingly making, using or causing to be made or used a false record or statement material to a false or fraudulent claim; conspire to commit such a violation; have possession, custody, or control of property or money used or to be used by the state and knowingly deliver or cause to be delivered less than all of that money or property; be authorized to make or deliver a document certifying receipt of property used or to be used by the state, and intending to defraud the state, make or deliver the receipt without knowing that the information on the receipt is true; knowingly buying or receiving, as a pledge of an obligation or a debt, public property from an officer or employee of the state who may not sell or pledge the property; or knowingly making, using or causing to be made or used a false record or statement material to an obligation to pay or transmit money or property to the state; or knowingly concealing or knowingly and improperly avoiding or decreasing an obligation to pay or transmit money or property to the state.
- Florida Statutes § 112.3187 prohibits an agency or independent contractor to dismiss, discipline, or take any other adverse personnel action against an employee for disclosing information pursuant to the provisions of section 112.3187 of the Florida statutes. Section 112.3187 of the Florida statutes also prohibits an agency or independent

contractor from taking any adverse action that affects the rights or interests of a person in retaliation for the person's disclosure of information under section 112.3187 of the Florida statutes.

- Florida Statutes §§ 409.920, 409.9201, 409.913, 775.082, 812.035, and Florida Administrative Code 59G-9.070 prohibit a person from knowingly making, causing to be made, or aiding and abetting in the making of any false statement or false representation of a material fact, by commission or omission, in any claim submitted to the agency or its fiscal agent or a managed care plan for payment; knowingly making, causing to be made, or aiding and abetting in the making of a claim for items or services that are not authorized to be reimbursed by the Medicaid program; knowingly charging, soliciting, accepting, or receiving anything of value, other than an authorized copayment from a Medicaid recipient, from any source in addition to the amount legally payable for an item or service provided to a Medicaid recipient under the Medicaid program or knowingly fail to credit the agency or its fiscal agent for any payment received from a third-party source; knowingly making or in any way causing to be made any false statement or false representation of a material fact, by commission or omission, in any document containing items of income and expense that is or may be used by the agency to determine a general or specific rate of payment for an item or service provided by a provider; knowingly soliciting, offering, paying, or receiving any remuneration, including any kickback, bribe, or rebate, directly or indirectly, overtly or covertly, in cash or in kind, in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made, in whole or in part, under the Medicaid program, or in return for obtaining, purchasing, leasing, ordering, or arranging for or recommending, obtaining, purchasing, leasing, or ordering any goods, facility, item, or service, for which payment may be made, in whole or in part, under the Medicaid program; knowingly submitting false or misleading information or statements to the Medicaid program for the purpose of being accepted as a Medicaid provider; or knowingly using or endeavoring to use a Medicaid provider's identification number or a Medicaid recipient's identification number to make, cause to be made, or aid and abet in the making of a claim for items or services that are not authorized to be reimbursed by the Medicaid program.
- Florida Statutes § 414.39 prohibits a person from knowingly failing, by false statement, misrepresentation, impersonation, or other fraudulent means, to disclose a material fact used in making a determination as to such person's qualification to receive public assistance under any state or federally funded assistance program; failing to disclose a change in circumstances in order to obtain or continue to receive any such public assistance to which he or she is not entitled or in an amount larger than that to which he or she is entitled; or aiding and abetting another person in the commission of any such act.
- Florida Statutes § 817.155 prohibits a person from, in any matter within the jurisdiction of the Department of State, knowingly and willfully falsifying or concealing a material fact, making any false, fictitious, or fraudulent statement or representation, or making or using any false document, knowing the same to contain any false, fictitious, or fraudulent statement or entry.
- Florida Statutes § 837.06 prohibits knowingly making a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty.

b. The parties acknowledge Contractor's duty to report crimes under Section 1150B of the Social Security Act as follows:

- Any owner, operator, employee, manager, agent, or contractor of a long-term care facility that receives federal funds of at least \$10,000 in the preceding year ("**covered individual**") shall report to the Secretary and one or more law enforcement entities for the political subdivision in which the facility is located any reasonable suspicion of a crime (as defined by the law of the applicable political subdivision) against any individual who is a resident of, or is receiving care from, the facility. If the events that cause the suspicion result in serious bodily injury, the individual shall report the suspicion immediately, but not later than two hours after forming the suspicion. If the events that cause suspicion do not result in serious bodily injury, the individual shall report the suspicion not later than 24 hours after forming the suspicion.
- The term "law enforcement" includes the full range of potential responders to elder abuse and neglect, including police, sheriffs, detectives, public safety officers, corrections personnel, prosecutors, medical examiners, investigators, and coroners. The term "serious bodily injury" means an injury involving extreme physical pain, involving substantial risk of death, involving protracted loss or impairment of the function of a bodily member, organ or mental faculty, or requiring medical intervention such as surgery, hospitalization, or physical rehabilitation.
- If a covered individual violates this section, the covered individual shall be subject to a civil money penalty in an amount determined by law; and the Secretary may make a determination in the same proceeding to exclude the covered individual from participation in any federal health care program. If a covered individual violates this section

and the violation exacerbates the harm to the victim of the crime or results in harm to another individual, the covered individual shall be subject to a civil money penalty in an amount determined by law; and the Secretary may make a determination in the same proceeding to exclude the covered individual from participation in any federal health care program.