

# Compare Results

Old File:

**General-Terms-with-Additional-Terms-Both-Sides-11.04.20.pdf.pdf**

**18 pages (270 KB)**  
11/4/2020 3:23:00 PM

versus

New File:

**NOVO Health General Terms and Conditions 8.19.21.pdf**

**18 pages (316 KB)**  
8/20/2021 2:26:53 PM

## Total Changes

392

## Content

248 Replacements  
94 Insertions  
32 Deletions

## Styling and Annotations

17 Styling  
1 Annotation

[Go to First Change \(page 1\)](#)

## NOVO HEALTH GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“**General Terms**”) are an agreement between your organization and NOVO Health, LLC. We identify products and services that support our community’s mission to change health care and package them into NOVO Health Programs and Community Recommended Programs (each a “**Program**”). We call our collection of Programs the “**NOVO Health Market.**” Please read these **General Terms carefully, because they impact your organization’s legal rights and responsibilities and include important topics such as confidentiality of information you may access within the NOVO Health Market, indemnification, disclaimers of implied warranties, and limits on liability.** If you purchase or supply a product or service within the NOVO Health Market, these General Terms will be part of all related agreements, in addition to program-specific terms, as described below. These General Terms include the General Terms Specific to Health Care Providers (which apply to you only if you are a health care provider offering health care services on the NOVO Health Market) and the General Terms Specific to Companies with Self-funded Health Plans (which apply to you only if you are a company with a self-funded health plan purchasing health care services through the NOVO Health Market).

### Overview

NOVO Health is a community that is taking control of health care together. We believe high quality health care must be accessible and affordable. Our community includes employers, patients, health care providers, and other organizations committed to this cause. When a member of our community engages with NOVO Health or other NOVO Health community members within the NOVO Health Market, the community member becomes a NOVO Health “**Partner.**” Throughout these General Terms, NOVO Health may be referred to as “**we,**” “**our**” or “**us,**” and your organization may be referred to as “**you,**” “**your**” or “**Partner.**” NOVO Health and your organization may each be called a “**Party,**” or collectively be called the “**Parties**” to these General Terms. The General Terms include this overview section and the numbered paragraphs below. If you decide to participate in a NOVO Health Program, you will be asked to review and accept terms specific to such Program, which are called “**Program Terms.**” (Program Terms may be called “**Purchase Terms**” if purchases are made outside of a formal Program, but the term Purchase Terms is interchangeable and means the same thing as “**Program Terms**” in these General Terms.) You may also be asked to review and accept “**Program Management Terms**” describing the services and/or support NOVO Health will provide in connection with a Program, and any related administrative or management fees. You will have the opportunity to review Program Terms and Program Management Terms before you accept them. If Program Terms or Program Management Terms expressly conflict with these General Terms, the terms of the Program Terms or Program Management Terms prevail. Whenever possible, however, Program Terms and Program Management Terms will be interpreted as complementary and supplementary to one another and to these General Terms.

NOVO Health directly provides services or products only if and when specified. Otherwise, all services and products are supplied by Partners in the NOVO Health community. We call Partners “**Strategic Suppliers**” when they are supplying products or services within the NOVO Health Market. Accepting Program Terms creates a binding agreement between you and any Strategic Suppliers involved in the Program you have accepted. We select Strategic Suppliers who share our commitment to offering high quality, cost-efficient, easy-to-access solutions to empower our community. If you buy services or products within the NOVO Health Market, you may receive them from a Strategic Supplier. For example, NOVO Health is not itself a provider of health care, transportation, legal, or insurance services. If you purchase these services, they will be supplied by a Strategic Supplier. If you choose to offer services or products to other Partners through the NOVO Health Market, you may become a Strategic Supplier yourself. **NOVO Health makes no warranties of any kind and assumes no liability of any kind for your purchase or use of the services or products of Strategic Suppliers or for any services or products you may provide as a Strategic Supplier to third parties.**

The NOVO Health Market lets you control and customize your experience. NOVO Health Programs let you Choose from the Best™ to purchase what you need and support other companies who believe what you believe.

CONFIDENTIAL AND PROPRIETARY

Connect with other Partners and empower your employees with your purchases, or by offering your company's services or products within the NOVO Health Market. Select the programs, products and services that make sense for you and make a difference for our community. It is time to take control of health care, together!

1. Independence of Strategic Suppliers and Partners. Some Strategic Suppliers are authorized to use NOVO Health's brands or to describe their affiliation with NOVO Health using phrases like "in partnership with NOVO Health." Similarly, when supplying products or services on the NOVO Health Market, a Strategic Supplier may be permitted to use certain NOVO Health brands. These might include, for example, "NOVO Health," "NOVO Health Physician-led Health Care," or "NOVO Health: Select. Connect. Empower." References to these brands or to "NOVO Health Centers of Excellence," "NOVO Health Providers," "NOVO Health Partners" or similar phrases are not intended to suggest any ownership, employment, endorsement or agency relationship between NOVO Health and any health care facility, health care provider, or other Strategic Supplier, which is expressly disclaimed. NOVO Health helps employers, health care providers and patients identify and engage with one another and with other Strategic Suppliers. The use of NOVO Health branding by a health care provider or other Strategic Supplier means only that the Strategic Supplier has satisfied certain requirements set by NOVO Health and received a license to use of one or more NOVO Health brands. **Claims, obligations, liabilities, or causes of action (whether in contract, common or statutory law, equity or otherwise) that arise out of or relate to services delivered by a Strategic Supplier (including any representation made by a Strategic Supplier) may be asserted only against the Strategic Supplier(s) and not NOVO Health. NOVO Health shall have no liability for any such claims, obligations, liabilities or causes of action and Partner hereby waives and releases any liability, claim, cause of action or obligation against NOVO Health in connection with the obligations, actions or omissions of any Strategic Supplier(s).** For example, you agree that if you believe a Strategic Supplier has performed services, such as clinical health care services, in a manner that is negligent, you can pursue claims and other remedies against the provider of the services but may not assert a claim against NOVO Health. **NOVO Health does not take on liability for the conduct of its Strategic Suppliers just because an exchange of goods or services is made through the NOVO Health Market. This helps to keep the NOVO Health Market affordable and available to a variety of Partners.** If you become a Strategic Supplier, the terms of this paragraph apply to your supply of products or services and your use of NOVO Health brands. To the extent NOVO Health offers forums for communication between Partners, Strategic Suppliers, and/or other interested individuals/organizations, we will not be directly or indirectly liable for any content posted by a third-party. The limitations on liability and disclaimers contained in this paragraph will survive the termination of all Program Terms and Program Management Terms.
2. Partner's Indemnification. You agree to indemnify, defend and hold harmless NOVO Health, Strategic Suppliers, and the directors, officers, employees, agents and affiliates of NOVO Health and Strategic Suppliers from and against any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from your failure to perform obligations under these General Terms or any Program Terms or Program Management Terms, or your conduct within the NOVO Health Market. This indemnification obligation applies whether you purchase, deliver, sell or perform products or services within the NOVO Health Market or in connection with any Program Terms, whether as a Partner, Strategic Supplier or otherwise. For purposes of this paragraph, your actions include those of your employees, agents, affiliates or representatives and your obligations apply to third-party claims against NOVO Health or a Strategic Supplier as well as to claims between NOVO Health and a Strategic Supplier or between more than one Partner. The terms of this paragraph will survive the termination of all Program Terms and Program Management Terms.
3. Privity and Third-Party Beneficiaries. When you join a Program to purchase services or products from one or more Strategic Suppliers, you agree the applicable Program Terms create direct contractual privity between you and such Strategic Supplier(s) to the fullest extent permissible by Applicable Law. Similarly,

CONFIDENTIAL AND PROPRIETARY

if you act as a Strategic Supplier to other Partners, those Partners will be in direct contractual privity with you through any Program Terms that apply to the Program involving your services or products. In other words, even though an agreement between you and one or more other Partners is made through the NOVO Health Market, you are entering into an enforceable contract directly with such Partner(s). If it is determined for any reason that another Partner is not in direct contractual privity with you despite the terms of this paragraph, you agree that you and such other Partner will be third-party beneficiaries to the applicable Program Terms(s) for the purposes of enforcing one another's promises and obligations under any Program Terms involving your products/services or the products/services supplied to you by a Strategic Supplier. For example, and without limitation, if you fail to make payments due under any Program Terms, any Strategic Supplier entitled to such payment under the applicable Program Terms will have first party standing (and if for any reason such first party standing is deemed lacking, will have third-party standing) to enforce the applicable Program Terms and collect payment from you. You agree that NOVO Health is a third-party beneficiary with respect to the Program Terms of any Program in which you participate unless otherwise specified in the applicable Program Terms. As such, you, NOVO Health and/or another Partner engaging with you in a Program may enforce the Program Terms. Except as expressly provided in this paragraph or applicable Program Terms, these General Terms are not intended to give any person other than NOVO Health and the Partners engaged in a Program any legal or equitable right, remedy, or claim. Program Terms may grant third-party beneficiary rights to additional persons or entities with respect to a specific Program.

4. **Confidential Information.** All information and material disclosed in contemplation of or in connection with your participation in a Program which is not generally known to the public and which in the ordinary course of business is maintained by NOVO Health or a Partner as confidential shall be “**Confidential Information**” and remain proprietary to the disclosing company. You agree not to disclose or use such Confidential Information, and NOVO Health agrees not to disclose or use such Confidential Information except: (i) as explicitly permitted by Program Terms or Program Management Terms; (ii) as required to provide services or products or otherwise perform obligations described in Program Terms or Program Management Terms; (iii) upon the express written consent of the disclosing company; (iv) as required by any Applicable Law; (v) NOVO Health or a Partner may disclose Confidential Information to its lenders, legal and business advisors who have agreed to the obligations in this paragraph. Before disclosing Confidential Information in accordance with any legal proceeding or based on the belief that such disclosure is required by Applicable Law, commercially reasonable efforts must be made to notify the company to which the Confidential Information belongs, unless providing such notice is legally prohibited or the legal process or obligation involves a danger of death or serious physical injury. Confidential Information shall not include any information that is or becomes generally available to the public other than as a result of a breach of the confidentiality requirements these General Terms, Program Terms or Program Management Terms or another legal obligation, and shall not include information that was rightfully in the recipient's possession prior to receipt from the disclosing company in connection with any Program Terms or Program Management Terms. NOVO Health and Strategic Suppliers may disclose your identity as a Partner to carry out their obligations under Program Terms or Program Management Terms and to generally promote the NOVO Health Market or Programs. This means that NOVO Health may disclose to third parties that you are a Partner and/or that you have entered into one or more agreements with NOVO Health or other Partners. Upon termination of your participation in a Program (in accordance with applicable Program Terms and/or Program Management Terms), or if you decide after review not to participate in a Program to which Confidential Information relates, NOVO Health and all Partners will return or destroy all Confidential Information received in connection with such Program, provided that each Party shall be permitted to retain copies solely for archival, audit, disaster recovery, legal or regulatory purposes and will be required to search archived electronic back-up files in order to purge Confidential Information from its archived files. Any Confidential Information retained beyond the termination of a Program Terms or Program Management Terms, or your decision not to enter into the

Program Terms or Program Management Terms, remains subject to the obligations and restrictions contained in this paragraph regarding Confidential Information, which shall survive the termination of all Program Terms and/or Program Management Terms. We may provide you opportunities to post text, photographs, videos or other content in forums accessible by other Partners. You agree not to post Confidential Information and represent that you own all the rights to any content you post, or that you have permission from the owner of such content. You do not transfer ownership of content by posting it, but grant us an irrevocable, perpetual and non-exclusive license to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, create derivative works from, and otherwise use the content you post to a forum, without any obligation to you.

5. Use of Brands and Description of Programs. Each Party and the Strategic Suppliers may use the names, trademarks, service marks, domain names, logos and other distinctive brand features of a Party or a Strategic Supplier only in connection with and during the term of a Program Terms (and, as applicable, Program Management Terms) and only in accordance with these General Terms, the applicable Program Terms(s) and Program Management Terms(s) and any brand guidelines that may be issued by the owner of such intellectual property from time to time. All uses not in compliance with such brand guidelines require the express written approval of the owner of the intellectual property. Neither Party is under any obligation to continue its current affiliation with any of its own affiliates and each Party agrees to immediately cease all use of the intellectual property of any affiliate of a Party or Strategic Supplier upon written request of the other Party, Strategic Supplier, or such other Party or Strategic Supplier's affiliate. Each Party will immediately cease all use of the brands or intellectual property of the other Party upon termination of all Program Terms (and, as applicable, Program Management Terms) and you will immediately cease all use of the brands or intellectual property of Strategic Suppliers upon termination of Program Terms involving such Strategic Suppliers, unless authorized by separate agreements directly with a Strategic Supplier. **If you want to develop your own descriptions, summaries and/or promotional materials describing any Program or offering within the NOVO Health Market, you agree to obtain NOVO Health's prior approval of all such materials, or at NOVO Health's request, to obtain the prior approval of the applicable Strategic Suppliers.** The purpose of such approval is to comply with various state law requirements and to avoid inadvertent misstatements or consumer confusion. Descriptions, summaries and/or promotional materials you develop are subject to your indemnification obligations under these General Terms, in addition to any other remedies available to NOVO Health or the Strategic Suppliers at law and equity. For example, if NOVO Health or Strategic Suppliers become the subject of a lawsuit alleging your description of a Program misrepresents the nature, scope or services available in connection with the the Program, you will at a minimum defend and indemnify NOVO Health and any applicable Strategic Supplier against all such claims. **Your use of descriptions, summaries and/or promotional parties supplied by third parties other than NOVO Health (including networks other than NOVO Health, third-party administrators, coalitions and brokers) are subject to the same pre-approval process as materials you develop directly, and your use of such materials is subject to your indemnification obligations under these General Terms. You agree not to alter or edit any materials provided by NOVO Health or Strategic Suppliers describing a Program or any offerings within the NOVO Health Market, except with NOVO Health's express permission.**
6. Program Manuals. NOVO Health and/or Strategic Suppliers may develop manuals of administrative and operational policies and procedures specific a Program (each a "Program Manual"). You will be provided any Program Manual that applies to the Program(s) you join. You agree to abide by these Program Manuals, as may be amended from time to time by NOVO Health or the applicable Strategic Supplier, and agree that all Program Manuals are Confidential Information. If the contents of a Program Manual or any other policy or procedure you are provided in connection with a Program is in direct conflict with the terms or legal obligations arising from related Program Terms, Program Management Terms, or these General Terms, the Program Terms, Program Management Terms, and these General Terms will prevail and apply over the Program Manual, policy or procedure. Whenever possible, these General

Terms, Program Terms, Program Management Terms and Program Manuals will be interpreted as complementary and supplementary. At no time will any policy, manual or procedure set by NOVO Health or a Strategic Supplier, whether contained in a Program Manual or elsewhere, interfere with any professional service provider's exclusive authority and control over the practice of such profession. For example, policies and procedures will not interfere with a health care provider's exclusive authority and control over the practice of medicine or other professional health care services, such as determinations of diagnosis or treatment.

7. Assignment. Neither Party may assign or transfer any interest in the Program Terms or Program Management Terms, in whole or in part, without the prior written consent of the other Party, except that Program Terms and Program Management Terms may be assigned by NOVO Health to the purchaser of all or substantially all of NOVO Health's assets or business related to the Program Terms and/or Program Management Terms, so long as the assignee must comply with these General Terms and all Program Terms and Program Management Terms for the Programs you have joined, including their appendices, policies, fee schedules, and exhibits. NOVO Health may subcontract its obligations or lease, assign, or allow third-party payors, administrators and coalitions (including, for example, employer coalitions) to access Programs available within the NOVO Health Market and include them in offerings to their customers, provided that the third-party payor/administrator/coalition must comply with all terms and conditions of any applicable Program Terms or Program Management Terms, including all appendices, policies, fee schedules, and Exhibits as well as with Applicable Law. If you provide health care services through the NOVO Health Market, NOVO Health will provide to you, upon your request, a written or electronic list of all current payors and administrators to which your services have been sold, leased, assigned, assumed or otherwise delegated. **If you acquire another company or a controlling equity interest in another company or begin offering a new health benefits plan, you must notify NOVO Health so that we may evaluate the eligibility of such company or health plan to participate in each Program you have joined. You acknowledge that Programs do not automatically extend to such a company or health plan and that separate entities and health plans under your control may be required to complete separate intake forms to confirm their eligibility for various Programs and confirm the appropriate form of documentation for any Program Terms and/or Program Management Terms is in place.**
8. Amendments and Market Access. We reserve the right to suspend or terminate your access to the NOVO Health Market at any time and will notify you if we have taken such action. If you have joined one or more Program(s) within the NOVO Health Market, the termination of your access to the NOVO Health Market will not automatically terminate your participation in such existing Program(s), except as specifically provided in such Program Terms or Program Management Terms. You are encouraged to keep up to date copies of Program Terms and Program Management Terms for your own files related to any Programs you join. Upon your written request, NOVO Health will use reasonable efforts to provide you with copies of any documentation relevant to your ongoing Program(s) upon termination or suspension of your access to the NOVO Health Market. You must make such a request within fourteen (14) days following termination or suspension of your access. NOVO Health may periodically update these General Terms. The updated version of these General Terms will automatically apply to all Programs you join after the date of the update. You will be provided notice of updates to the General Terms with respect to any Programs you have already joined. Updates become effective automatically if you do not reject them within thirty (30) days per the commercially reasonable instructions in the notice. Please let us know if you have any questions or concerns about an update. If you reject any updated General Terms, NOVO Health, Strategic Suppliers and/or other Partners have the option of terminating Program Terms and/or Program Management Terms you have accepted prior to the update unless otherwise specified in your Program Terms and/or Program Management Terms. If you reject an update and the Program Terms and Program Management Terms you accepted prior to the update are not terminated, the version of the General Terms you accepted at the time you entered into such Program



Terms and Program Management Terms will apply until the termination of such Program Terms and Program Management Terms. NOVO Health shall have no liability for the actions of any Strategic Supplier or Partner which result in a change or discontinuance of services available through the NOVO Health Market. Programs, products and services on the NOVO Health Market may be modified or discontinued at any time, except as prohibited by a Program Terms that is already in effect. Unless otherwise specified in Program Terms or Program Management Terms, such terms may only be amended by the written agreement of the parties to such Program Terms or Program Management Terms.

9. Notices. All notices between you and NOVO Health (or, unless otherwise specified in Program Terms, between you and another Partner in connection with a Program) will be effective: when displayed electronically to you upon log-in to your account; upon sending by electronic mail; upon hand delivery; three (3) business days after deposit in the United States mail postage prepaid; or when delivered by a nationally recognized overnight delivery service. The email and mailing addresses NOVO Health will use to provide you notice are those designated on a NOVO Health Intake Form as the email and/or mailing address for all legal notices to your company (if applicable), or, if no such central addresses have been provided, to the contact information provided when you joined a Program. If no centralized or Program-specific contact information has been provided, notices will be sent to the email address and/or mailing address you provided when you registered for your NOVO Health Market account and/or joined a NOVO Health Program or Community Recommended Program. Your email and mailing addresses may be updated at any time by contacting NOVO Health at either address listed below, or, at NOVO Health's option, through the functionality of the NOVO Health Market or related websites or applications. NOVO Health may change its email or mailing addresses upon notice to you. Currently, the mailing address for NOVO Health is 2105 E. Enterprise Ave., Appleton, WI 54913 and the appropriate email address for notices required under these General Terms and any notice due to NOVO Health in connection with Program Terms or Program Management Terms is: [legalnotice@novohealth.com](mailto:legalnotice@novohealth.com). To withdraw consent to conduct business electronically and receive documents, notice or disclosures electronically, a Party must provide advanced notice to the other Party, which shall have no impact on the remainder of the notice methods and requirements under this paragraph. Notice provided by NOVO Health to you or by a Strategic Supplier to you shall be deemed to have been given by NOVO Health and by each Strategic Supplier involved in any Program Terms or Program Management Terms to which a notice relates, so as to avoid unnecessary duplication of notices. Program Terms and Program Management Terms may include other notice provisions, such as terms for delivering notice to a Strategic Supplier. Unless otherwise specified in a Program Terms or Program Management Terms, notice between the parties to any Program Terms will follow the methods and timing conventions of this paragraph. Unless otherwise specified in Program Terms, the email and mailing addresses for legal notices between Partners engaged with one another in a Program are those provided on any signature block or signature field to the Program Terms or such updated addresses as communicated by one party to another in the manner required by this paragraph.
10. Limited Use. You agree not to: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the goods or services provided by NOVO Health or Strategic Suppliers in any way without the express written consent of NOVO Health or the applicable Strategic Supplier; (ii) modify or make derivative works based upon the goods or services provided by NOVO Health or a Strategic Supplier; or (iii) access, use or disclose the goods or services provided by NOVO Health or a Strategic Supplier in order to build a competitive product or service. Unless explicitly permitted to do so under the terms of a Program Management Terms, NOVO Health will not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the goods or services provided by you in any way without your express written consent; (ii) modify or make derivative works based upon the goods or services provided by you; or (iii) access, use or disclose the goods or services provided by you in order to build a competitive product or service. If you act as a Strategic Supplier, you agree to refrain from these same activities without the express

written consent of any Partner accessing your goods or services through the NOVO Health Market. For the avoidance of doubt, nothing in this paragraph shall be deemed to prohibit you from utilizing the materials and services provided by NOVO Health and Strategic Suppliers for your internal business purposes in connection with any Program Terms or Program Management Terms or to prohibit NOVO Health or Strategic Suppliers from utilizing the goods and services provided by Partner for internal business purposes in connection with a Program Terms or Program Management Terms. This paragraph is not intended to establish exclusivity for the supply, delivery, or purchase of any goods or services, rather to prevent the unauthorized development of derivative works or the use of services, goods or other works that belong to NOVO Health or a Partner in connection with any competitive product or service.

11. Law and Forum Selection. Except as otherwise expressly provided by Program Terms or Program Management Terms, these General Terms and all Program Terms and Program Management Terms will be construed and enforced in accordance with the substantive laws of the State of Wisconsin without regard to conflict of law provisions and the sole venue for any action concerning any dispute related to these General Terms, a Program Terms, a Program Management Terms or the use of the NOVO Health Market shall be the Circuit Court of Outagamie County, Wisconsin. Program Terms or Program Management Terms may set forth other provisions as to applicable governing law and forum selection. In these General Terms, “Applicable Law” means any and all applicable federal, state, local, common, foreign and intergovernmental laws, rules, regulations, directives and guidelines, including, but not limited to, HIPAA, the Anti-Kickback provisions of the Social Security Act and related regulations, Section 1877 of the Social Security Act (known as the physician self-referral law and commonly referred to as the “Stark Law”) and related regulations.
12. Severability. The invalidity or unenforceability of any particular provision of these General Terms or any Program Terms or Program Management Terms will not affect the validity or enforceability of any other provisions, and the remainder of these General Terms or any Program Terms or Program Management Terms will be construed in all respects as if such invalid or unenforceable provision were omitted.
13. Waiver of Breach. The waiver of a breach or violation of any provision of the General Terms or Program Terms or Program Management Terms is not a waiver of any subsequent breach of the same or other provisions.
14. Headings. The section titles and other headings used in these General Terms and in Program Terms and Program Management Terms are for reference only and do not affect their meaning or interpretation.
15. Interpretation. The Parties waive the application of any rule that ambiguous or conflicting terms or provisions should be construed against the Party, Partner or Strategic Supplier who (or whose attorney) prepared these General Terms or any Program Terms or Program Management Terms. Unless context otherwise clearly requires, references to the plural include the singular and the singular, the plural. The words “hereof,” “herein,” “hereunder” and similar terms refer to these General Terms or the applicable Program Terms or Program Management Terms as a whole and not to any particular provision, unless otherwise specified. References that a person or entity “will” do something indicate an obligation to do such thing. Examples and references to “includes” and “including” are illustrative and not exhaustive.
16. Limitation of Liability. **Regardless of whether there is a total and fundamental breach of the Parties’ agreements or whether any remedy provided under these General Terms and/or Program Terms and/or Program Management Terms fails of its essential purpose, in no event shall NOVO Health or any Strategic Supplier be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence) or otherwise, regardless of whether it has been advised of the possibility of such damages. The maximum aggregate amount you may recover in any claim or action against NOVO Health is the total fees you paid to NOVO Health for services delivered directly by NOVO Health in the twelve**



(12) months immediately preceding the occurrence of the event giving rise to the claim or action (excluding from such total fees any fees paid by Partner for the services of Strategic Suppliers, irrespective of whether NOVO Health played a role in the collection or handling of such funds paid for services delivered by Strategic Suppliers). **Nothing in this paragraph is intended to waive or limit the claims or damages which may be asserted by a patient against a health care provider for medical malpractice (or by a patient's representative or estate when permitted by state law governing medical malpractice).** Some jurisdictions restrict the ability to limit liability for certain types of damages. Should any one or more of the limitations in this paragraph be held invalid or inoperable under Applicable Law, each limitation in this paragraph shall be construed as severable and separately enforceable to the fullest extent permitted by Applicable Law, provided that no limitation on liability will apply that is prohibited by Applicable Law.

17. Entire Agreement. These General Terms and any Program Terms and Program Management Terms you accept, including any exhibits to either, form the entire agreement between the Parties and contain all of the mutual promises between the Parties (or between you and one or more Strategic Suppliers, as applicable, or between you as a Strategic Supplier and another Partner, as applicable). No oral statements or prior written material not expressly incorporated into these General Terms, Program Terms or Program Management Terms are of any force or effect unless explicitly authorized by Program Terms or Program Management Terms. You acknowledge that you have relied solely upon the representations and mutual promises contained in these General Terms and any Program Terms and Program Management Terms you accept, which supersede any and all other agreements, either written or oral, between the Parties/Partners with respect to the same subject matter.
18. Disclaimer of Warranties. **ALL GOODS AND SERVICES PROVIDED BY NOVO HEALTH OR STRATEGIC SUPPLIERS ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." NOVO HEALTH AND STRATEGIC SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NOVO HEALTH AND ITS STRATEGIC SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING: SUITABILITY OR ADEQUACY OF ANY SERVICE OR MATERIAL FOR AN INDIVIDUAL'S NEEDS, UNINTERRUPTED SERVICE, COMPATIBILITY WITH A PARTNER'S BENEFIT PLAN DESIGN, OR ACHIEVEMENT OF ANY INTENDED RESULT. NOVO HEALTH ITSELF DOES NOT OFFER ANY WARRANTIES. Strategic Suppliers may offer warranties in the context of specific Program Terms and this paragraph is not intended to eliminate any such express warranties, but any express warranty provided by a Strategic Supplier is made only by such Strategic Supplier and not NOVO Health.** NOVO Health representatives are not authorized to make any representation outside of or inconsistent with the written terms of these General Terms or the written terms of Program Terms and Program Management Terms. Neither are Strategic Suppliers authorized to make any representation, warranty or promise on behalf of NOVO Health.
19. Nature of Agreement; Independent Contractor. Nothing in these General Terms or the Program Terms or Program Management Terms is intended to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates or between any Party and a Strategic Supplier, or (ii) a relationship of employer and employee between the Parties or their affiliates or between any Party and a Strategic Supplier. References to any organization as a NOVO Health "Partner" are intended to reflect the collaborative nature of the desired working relationship and are not indicative of any partnership business structure or tax status.

20. Electronic Signatures, Counterparts and Clickthrough Communication. **By accepting these General Terms, you are agreeing to conduct business electronically.** Acceptance of these General Terms, Program Terms, Program Management Terms, and exhibits or amendments to any of these, may be executed manually or electronically, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Electronic signatures and manual signatures transmitted by electronic means shall be as effective and binding as any manually signed original. When, in the sole discretion of NOVO Health and/or an applicable Strategic Supplier, you are provided the opportunity to convey your acceptance or consent by clicking a button, pop-up window, checkbox, dialog box or checklist indicating “I Agree,” “I Accept,” or similar terms, your actions clicking, selecting, or marking these options (“**Clickthrough Communications**”) will have the same force and effect in manifesting your assent as an electronic or manual signature accepting, agreeing and/or consenting to the applicable terms and conditions. Conversely, your actions clicking “I Decline,” “I Do Not Agree,” or similar terms (which shall also be considered Clickthrough Communications) will convey rejection of the terms, conditions, amendments, Program Terms or Program Management Terms in the same manner as a written communication signed manually or electronically. From time to time, NOVO Health may expressly designate other phrases you may use in Clickthrough Communications or other written or electronic communications to indicate acceptance or rejection of terms or conditions. You agree that we may send to you (including via electronic mail) information and promotional materials regarding services, products and programs offered by NOVO Health or offered within the NOVO Health Market.
21. Force Majeure. Neither Party, nor any Strategic Supplier or Partner using the NOVO Health Market, shall be liable for failure to perform or delay in performance of obligations when such failure or delay is caused by conditions beyond its control, including, but not limited to, war, terrorism, third-party labor dispute, fire, flood, tornado, hurricane, government intervention, embargo, shortage of raw materials, breakdown, shortage or non-availability or failure of transportation facilities or equipment, pandemic, epidemic, outbreak of infectious disease, or public health emergency, or any Act of God or any other condition not occasioned by such entity’s negligence, provided that the entity asserting an event of force majeure (the “**Affected Entity**”) uses commercially reasonable efforts to attempt to remedy the event of force majeure and perform its obligations as soon as is reasonably practicable. The Affected Entity shall, in each instance, provide the other Party/Strategic Supplier(s)/Partner(s), as applicable, with written notice of the event of force majeure within a reasonable time after knowledge thereof and shall use commercially reasonable efforts to remedy the effect of such event as soon as is practicable. If an Affected Entity declares force majeure hereunder, Program Terms and Program Management Terms shall remain in full force and effect for a period of sixty (60) days from said declaration. If the event of force majeure continues longer than sixty (60) days from the declaration, then after the expiration of said sixty (60) days, NOVO Health or the Partner(s)/Strategic Supplier(s) not claiming force majeure may terminate the affected Program Terms(s) and/or Program Services Terms(s).
22. Transactions Prior to Termination. These General Terms, as amended from time to time in accordance with their terms, apply to your use of the NOVO Health Market, including any Program Terms and Program Management Terms you accept, and any transaction of services or products made in connection with the NOVO Health Market or any Program Terms or Program Management Terms. Termination of a Program, Program Terms or Program Management Terms or your decision to stop using the NOVO Health Market shall have no effect on the rights and obligations of the Parties, or applicable Partners engaged with you in a Program, arising out of any prior transaction.
23. Termination of Program Terms and Program Management Terms. If Program Terms or Program Management Terms specify a term or termination processes inconsistent with this paragraph, those terms govern the termination of the Program Terms or Program Management Terms and supersede this paragraph. If Program Terms or Program Management Terms are silent as to the procedure for termination, then NOVO Health or any party to the Program Terms or Program Management Terms may

terminate such Program Terms or Program Management Terms<sup>\*</sup> upon thirty (30) days' written notice to NOVO Health and the other party/parties to the Program Terms or Program Management Terms.

24. No Guarantee of Income or Earnings. You agree that NOVO Health, Strategic Suppliers, and other Partners, and the members, managers, shareholders, directors, officers, agents, contractors and employees of NOVO Health, Strategic Suppliers and other Partners (collectively, “Representatives”) make no implications, warranties, promises, representations or guarantees whatsoever about earnings, income, or cost-savings to you in connection with any Program Terms, Program Management Terms, or the use of the NOVO Health Market or any Program. Your potential earnings, income or savings in connection with the NOVO Health Market, Program Terms, and Program Management Terms may vary and can depend on many factors including economic, political, social and regulatory changes, such as changes to the way consumers and payers reimburse the performance of health care services, changes in the plans and strategies of competitors, your investment of time, effort and skill into related programs. No testimonials, prior successes or past results are a guarantee of your income, earnings or cost-savings. You acknowledge that any examples, projections, forward-looking statements or promotional materials provided by Representatives regarding potential earnings, income or cost-savings are samples only and express only the possibility of earning or cost-saving potential, not actual earnings, cost-savings or financial or operational performance expected. Such materials are not guarantees, promises or warranties of any kind, and the Representatives are under no obligation to revise any such materials in light of new information or future events. There is no assurance that your participation in the NOVO Health Market, any Program, or any Program Terms or Program Management Terms will result in any earnings, income or cost-savings. No Representatives are authorized to make such a guarantee, promise or warranty, which is expressly disclaimed.
25. Non-Solicitation Covenant. Except with NOVO Health's express permission, you agree not to directly or indirectly solicit or hire any individual who performed services for you on behalf of NOVO Health until a period of twelve (12) months have elapsed from the last date such individual performed services for you on behalf of NOVO Health. This non-solicitation covenant applies only to individuals performing services on behalf of NOVO Health, rather than on behalf of any Strategic Supplier or other Partner. Program Terms and Program Management Terms may specify additional restrictive covenants applicable to one or more Program(s) in which you participate.
26. Drafting Counsel. These General Terms were prepared by legal counsel to NOVO Health. You acknowledge your right to seek independent counsel and that NOVO Health's legal counsel does not represent you in preparing these General Terms or any Program Terms or Program Management Terms.
27. Access to Books and Records. The Parties will make these General Terms and their books, documents and records available to the Secretary of Health and Human Services, to the Comptroller General or to their duly authorized representatives to the extent required by Section 1861(v)(1) of the Social Security Act, as amended, and any rules and regulations thereunder.
28. Established Business. You represent and warrant that you are duly organized, existing and in good standing under the laws of each state in which you conduct business with the power and authority to carry on your business as it is conducted, including the performance of the obligations required by these General Terms. In the event you decide to sell/provide products or services on the NOVO Health Market, you represent and agree that at least one (1) officer, director or managing agent of your company has been engaged in a business offering services comparable to any services or products you may offer in connection with the NOVO Health Market for at least twenty-four (24) months prior to the date you begin offering such services or products through the NOVO Health Market. You further represent that you have made a good faith determination that during the first year of offering products or services on the NOVO Health Market, the projected revenues generated by services or products you intend to offer, will not exceed twenty percent (20%) of your total annual revenue derived from the delivery of products or services of the nature of those offered in connection with the NOVO Health Market. In other words, you are

capable of performing an analysis of historical and projected earnings or a market analysis or otherwise demonstrating reasonable expectations that your organization will derive at least eighty percent (80%) of its revenue independent of your participation in the NOVO Health Market during the first year of your operation as a Strategic Supplier. You represent you are experienced and knowledgeable in your existing business and that any controls or assistance that will be provided by NOVO Health will relate only to Programs within the NOVO Health Market and not to the operation of your other business activities. You have independently investigated and evaluated the risks of becoming involved in Programs within the NOVO Health Market and of payment of all related fees. Based on the representations in this paragraph, the Parties intend that to the extent their relationship could be construed as a franchise business, disclosure is exempt under 16 C.F.R. § 436.8(a)(2).

29. Change in Ownership. In the event that you plan to sell, transfer or issue more than fifty percent (50%) of the equity or other interest in your company or to sell or transfer fifty percent (50%) or more of the assets of your company, in either case in a single transaction or series of related transactions (any of these circumstances constituting a “Change in Control”), you agree to provide NOVO Health with written notice at least one hundred eighty (180) days prior to such a transaction specifying the intended date of the Change in Control. NOVO Health and/or any Strategic Supplier or Partner engaged in Program Terms or Program Management Terms with you may terminate any Program Terms or Program Management Terms by providing you with notice of termination no fewer than sixty (60) days prior to the date specified in your notice as the anticipated date of the Change in Control, which will be effective as of such date. The rights afforded to NOVO Health, Strategic Suppliers and Partners under this paragraph are intended to supplement and not replace any rights available to such organizations under the terms of all Program Terms, Program Management Terms and under Applicable Law.
30. Survival. Paragraphs 1-5, 8-20, and 22-29 of these General Terms, together with all terms necessary to their interpretation or enforcement, shall survive despite the conclusion of any transaction made in connection with the NOVO Health Market or the termination of any and all Program Terms and/or Program Management Terms.

#### **GENERAL TERMS SPECIFIC TO HEALTH CARE PROVIDERS**

The following Sections I-X of the General Terms Specific to Health Care Providers are part of the NOVO Health General Terms, but apply only if you are a health care provider offering health care services within the NOVO Health Market.

- I. Individual Providers. If you elect to offer health care services within the NOVO Health Market, it is understood that you will deliver such health care services to patients through individual health care providers (each an “Individual Provider”). You represent that you, and each of the Individual Providers delivering your services, possess all licenses, certifications, permits and registrations necessary required to deliver such services in each jurisdiction in which the services will be provided. You represent that each Individual Provider shall be and remain professionally trained and experienced in the performance of the services s/he supplies in connection with any Program offered within the NOVO Health Market and you represent each Individual Provider will take all actions necessary to maintain such training and experience required by the appropriate licensing authorities and, with respect to each physician who is an Individual Provider, to remain board certified. If you will offer the services of a surgical facility within the NOVO Health Market, whether the services of an ambulatory surgery center, outpatient surgery center, inpatient surgical facility/hospital or any other form of surgical suite, you represent that such facility holds and will continue to hold any license or registration required by Applicable Law and is and will remain accredited by the Accreditation Association for Ambulatory Health Care, the American Association for Accreditation of Ambulatory Surgical Facilities or The Joint Commission. If you will offer the technical component of imaging services on the NOVO Health Market you represent that you hold

and will continue to hold any license or registration required by Applicable Law and that you are and will remain accredited by the American College of Radiology, Intersocietal Accreditation Commission, RadSite or the Joint Commission. References in these General Terms Specific to Health Care Providers include such facilities, wherever the context does not require reference to a natural person. You represent and warrant that you have the ability and authority to bind each of the Individual Providers delivering health care services in connection with the NOVO Health Market to these General Terms and the terms of any Program Terms and Program Management Terms you accept, and that to your knowledge, after due inquiry, the execution and delivery of and performance of these terms do not and will not, either directly or indirectly, contravene, conflict with or breach any provision of any contract, agreement or undertaking by you or any of your Individual Providers. You agree to the following:

- a. You will provide to NOVO Health a roster listing each health Individual Provider who will deliver health care services in connection with any Program Terms and specify in which Program Terms each will participate. You will update such roster by prompt written notice to NOVO Health within no more than five (5) days of any roster change. You will also furnish such additional information about your Individual Providers as may reasonably be requested or required by NOVO Health.
- b. You covenant and agree to obligate each Individual Provider to comply with these General Terms and any accepted Program Terms in which the Individual Provider participates. You agree to monitor Individual Providers to ensure that all Individual Providers are providing services within the scope of such Individual Provider's practice, as specified in relevant licensure laws and regulations.
- c. Prior to assigning an Individual Provider to provide services in connection with any Program Terms, you will: (i) conduct a criminal background check on such Individual Provider; (ii) complete a satisfactory search of the National Practitioner Database and the U.S. Department of Health and Human Services Office of Inspector General List of Excluded Individuals and Entities ("Exclusion Database") and the Centers for Medicare & Medicaid Services Preclusion List to confirm that an Individual Provider has not been precluded, debarred, excluded, suspended or otherwise become ineligible to participate in any federal or state health care program, to the extent applicable; and (iii) ensure that each Individual Provider has not been convicted of a felony for any health-care-related crime. You will complete a satisfactory search of the Exclusion Database with regard to each Individual Provider at least monthly.
- d. **You agree to indemnify, defend and hold NOVO Health (and Innovation Alliance, LLC, or NOVO Health Technology Group, its subsidiaries, to the extent you participate in programs involving one or both of these subsidiaries) harmless against any and all losses or damages relating to any claim or demand arising from your or an Individual Provider's loss of licensure, adverse clinical privilege or medical staff membership actions, debarment, exclusion or suspension from participation in a federal or state health care program or their conviction of a felony or health care related crime.**

II. Required Notifications. You must immediately, and within no more than five (5) business days, notify NOVO Health of the following:

- a. Any license, certification (including board certification), accreditation, permit or registration held by you or an Individual Provider is temporarily or permanently denied, terminated, suspended or otherwise subject to adverse action or change in status, whether by operation of law, voluntary surrender or otherwise (in any jurisdiction);
- b. Any hospital, surgical facility or payer denies an application for, suspends, terminates or initiates corrective or professional review action against an Individual Provider's medical staff membership, privileges or credentials (other than as a result of incomplete or untimely medical records or other administrative reasons, temporary suspensions of fewer than fifteen (15) days)

duration, or as a result of voluntary surrender or reduction in his/her privileges, except if such surrender or reduction occurs during an investigation or to avoid an investigation, or in response to any corrective or professional review action as to his/her privileges);

- c. Cancellation or termination of insurance coverage required of you or an Individual Provider under a Program **Terms** or **Program Management Terms**, or reduction in coverage below the limits required;
- d. A professional disciplinary action, civil lawsuit (including a medical malpractice action) or criminal action is initiated or in progress against you or an Individual Provider which, if proven, would constitute a felony, which involves care delivered to a patient in connection with a Program **Terms** or any exchange or transaction through the NOVO Health Market, or which involves fraud/abuse or controlled substances;
- e. The exclusion, suspension or other ineligibility to participate in a federal or state health care program of you or any Individual Provider;
- f. A final adverse determination or finding, or entry into a corporate integrity agreement or a consent decree, involving you or an Individual Provider in any administrative or legal proceeding initiated by any regulatory or enforcement agency for matters concerning the provision of patient care or concerning fraud/abuse that are criminally or civilly proscribed;
- g. Upon discovery that any submission or provision of information (whether by you or an Individual Provider) in response to any request by **NOVO Health**, a Strategic Supplier or any regulatory authority, was inaccurate or misleading, including any misrepresentation with respect to the warranties and representations contained in this these General Terms;
- h. Any Individual **Provider's** incapacitation or unavailability that is reasonably likely to result in a reduction or elimination of the services or products you offer through the NOVO Health Market or under any Program **Terms**.

### III. Your Representations and Warranties as a Provider.

- a. *Medical Records.* You agree to maintain and cause Individual Providers to maintain medical records for all patients to whom you render health care services in accordance with and for no less than the minimum period of time required by Applicable Law. All such records must be legible, promptly completed and maintained in accordance with prudent recordkeeping practices and Applicable Law. You agree to make medical records available to **NOVO Health**, Strategic Suppliers or payers on a concurrent or retrospective basis to facilitate the review of medical necessity (if applicable) and appropriateness of the care provided, when consistent with Applicable Law. To the extent required by Applicable Law, you will make medical records available to appropriate state and federal authorities and their agencies involved in assessing the accessibility and availability of care or investigating member grievances or complaints and to comply with the applicable state and federal laws related to privacy and confidentiality of medical records. Patients shall not be held responsible for any reasonable costs associated with medical record transmission or duplication in order to have a claim adjudicated.
- b. *Medically Necessary Services.* You will not withhold medically necessary services within your Individual **Providers'** scope of practice and qualifications from any patient based on considerations of cost or reimbursement under **Program Terms you have accepted**. Any breach of this requirement is and shall be grounds for immediate termination of Program **Terms** under which you provide services.
- c. *Insurance.* You agree to maintain at your expense: (i) professional liability; and (ii) general liability insurance, to cover any loss, liability or damage alleged to have been committed by you, your Individual Providers and your employees and agents involved in the business of providing

CONFIDENTIAL AND PROPRIETARY



services or goods in connection with the NOVO Health Market, which insurance shall provide coverage on a claims-made or occurrence basis with a per occurrence limit of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate, or such higher coverage limit as may be required by Applicable Law. To the extent that any such insurance coverage is provided on a claims-made basis, you agree to maintain coverage for an extended reporting period (tail coverage) for a minimum duration of the maximum statute of limitations for filing claims of claims of professional liability (including medical malpractice) arising out of services provided in connection with all Program Terms. You will provide NOVO Health with documentation substantiating the existence of any insurance required by this paragraph within fourteen (14) days of NOVO Health's request. It is understood that you may maintain any insurance required by this paragraph regarding the services of an Individual Provider by causing such Individual Provider to secure and maintain such insurance, but you remain responsible for assuring such insurance is in place.

- IV. Professional Control. You are solely and exclusively in control of all aspects of the delivery of health care services. NOVO Health, other Partners and Strategic Suppliers shall neither have nor exercise any control or direction over the methods by which you and your Individual Providers deliver health care services. Nothing in these General Terms or any Program Terms or Program Management Terms will alter, or in any way affect, the legal, ethical and professional relationship between and among you, your Individual Providers and patients, or abrogate any right, privilege or obligation arising out of or applicable to the provider-patient relationship. NOVO Health will not practice medicine or provide health care services or assume responsibility for the care of any patient, which such responsibility rests solely with you and/or your Individual Providers. You acknowledge that all NOVO Health services, as well as NOVO Health policies and procedures, licensing or credentialing requirements, and any recommendations NOVO Health may make to you regarding a Program, Program Terms or Program Management Terms will not be construed as interference with, or direction or substitution of, your due diligence and judgment in the provision of health care services, and you or your Individual Providers will review and assume full responsibility for any policies, procedures and processes that could impact clinical care. In rendering health care services, you may not represent or imply that such services are being rendered by or on behalf of NOVO Health. You agree that all health care services rendered in connection with the NOVO Health Market or any Program Terms or Program Management Terms in any way shall be provided in strict accordance with currently approved methods and standards of care. You acknowledge that the operation of your facilities and equipment and the selection and supervision of personnel shall remain solely and exclusively under your control and not NOVO Health or any other Partner or Strategic Supplier.
- V. Equal Treatment. You agree you will provide or perform services in a manner which does not discriminate based upon participation in a Program which is a preferred provider program, source of payment, ethnicity, sex, religion, sexual preference, health status, disability, race, or any illegal basis. You agree to provide services to patients seen in connection with a Program on a basis and in a manner no less favorable than similar services are made available to your general patient population.
- VI. Continuation of Services. Upon termination of your participation in a Program (termination of the applicable Program Terms), when required by Applicable Law or requested by NOVO Health, you agree to continue to provide and be compensated for health care services under the terms and conditions of each Program Terms under which you provided health care services until the earlier of such time that: (i) each patient provided services in connection with such Program Terms has completed the current course of treatment; or (ii) reasonable and medically appropriate arrangements have been made for another suitable health care provider to render such health care services to such patients. You will have no right to continue providing services or to receive compensation for such services under this paragraph if NOVO Health or a Strategic Supplier has provided notice to you that reasonable and medically appropriate arrangements have been made for another suitable health care provider to render the health care services you were providing patients. Nothing in this paragraph will affect or impair any rights or obligations arising prior

CONFIDENTIAL AND PROPRIETARY

to or on the effective date of any termination of the applicable Program Terms(s), except to the extent such rights or obligations are nullified or impaired by virtue of supervening law or illegality.

VII. Out of Pocket Amounts. Your obligation, if any, to collect applicable copayments, coinsurance, deductibles or other personal financial obligations of patients, including financial responsibility for non-covered services, shall be subject to the policies and procedures of Program Manuals.

VIII. Primary and Wrap Networks.

- a. You agree to cooperate with NOVO Health to verify whether you are an in-network preferred provider within the primary provider network(s) and/or applicable wrap network(s) payers use outside of Programs for patients who may access your services through a Program. This is important so that if a patient seeks care that does not fall within a Program or precedes/follows care delivered through a Program, the patient can avoid an out-of-network experience or can be informed of the possibility that such care will be treated as out-of-network services. If you are *not* an in-network provider within a primary provider network and/or applicable wrap network that would provide patients with coverage outside the NOVO Health program(s) in which you participate, you agree that upon a request by NOVO Health or Innovation Alliance you will make a good faith effort to become an in-network provider in the relevant networks. You acknowledge that if you are not in-network with the primary provider network(s) and/or applicable wrap network(s) used by a health plan participating in a Program, or if any contractual agreements you have entered with a provider network restrict your participation in a Program, patients may be encouraged to seek care from providers who are in-network or who lack such restrictions and patients may be informed that you are outside of the patients' primary provider network and/or wrap network, or, as applicable, subject to contractual restrictions. You agree to work with NOVO Health to communicate to patients in advance when it is anticipated that care provided by your organization will be payable at out-of-network rates.
- b. Except in emergencies, or in connection with specified workflows in a Program Manual, you agree to refer patients to health care providers who are in-network preferred providers with the primary provider network(s) and/or applicable wrap network(s) through which the patient receives health care benefits, so long as such referral is consistent with sound medical judgment, and except for referrals based on patient preference for a provider who does not meet such criteria. The purpose of this requirement is to assist patients in avoiding increased expenses associated with out-of-network care.

IX. State Specific Terms and Conditions. Different rules and regulations may apply depending on the jurisdiction in which services/goods are provided or where the supplier or recipient of services or goods exchanged in connection with the NOVO Health Market may be located. Some states require the inclusion of specific terms in agreements of this nature. In order to address the requirements of individual state laws that may be applicable, the terms of Exhibit A to the General Terms are incorporated herein by reference as follows: (i) each term of Exhibit A will apply only to exchanges of services or goods subject to the jurisdiction of the state to which such term applies and not in any other state; (ii) each term of Exhibit A shall, to the extent possible, be read to be consistent with the other terms of the General Terms; (iii) if a term of Exhibit A cannot be read as consistent with any provision of these General Terms, subject to item (iv) below, the term in Exhibit A will prevail, but only to the extent of the conflict and only in the applicable state and to the extent required by law; and (iv) if a state law or regulation subordinates itself or any part of it to the contractual agreement of the parties (e.g. the law states, in effect, that the term in question is applicable "unless otherwise agreed"), then the General Terms will prevail over the subordinated state law or regulation.

X. Survival. Paragraphs I(d), II(c), III(a), III(c), IV, VI, VII and IX of these General Terms Specific to Health Care Providers, together with all terms necessary to their interpretation or enforcement, shall survive

despite the conclusion of any transaction made in connection with the NOVO Health Market or the termination of any and all Program Terms and Program Management Terms.

## EXHIBIT A: STATE SPECIFIC TERMS FOR PROVIDERS

### Wisconsin:

- If Partner renders Health Services in the State of Wisconsin, Partner will comply with Wis. Stats. § 609.24 and the notice posting requirements of Wis. Admin. Code INS 9.35(1m), if applicable.

### Illinois:

- If Partner is acting as primary care physician under plans requiring a gatekeeper option, Partner must provide NOVO Health with a list of all patients using Partner as a gatekeeper within 5 working days after the date that Partner either gives or receives notice of termination.
- Patients will not be responsible for any reasonable costs associated with medical record transmission or duplication in order to have a claim adjudicated.



## GENERAL TERMS SPECIFIC TO COMPANIES WITH SELF-FUNDED HEALTH PLANS

The following sections I-III of the NOVO Health General Terms Specific to Companies with Self-Funded Health Plans are part of the NOVO Health General Terms, but apply only if you are a company with a self-funded employer-sponsored health plan (“Self-Funded Plan”) interested in purchasing services or products within the NOVO Health Market.

- I. Partner’s Obligations as to Self-Funded Plans. You, as a sponsor of one or more Self-Funded Plans, and not NOVO Health or any Strategic Supplier, are responsible for the following: (i) design of your Self-Funded Plan(s) and analysis as to the compatibility of your participation in a Program with such Self-Funded Plan(s); (ii) assuring compliance with the Employee Retirement Income Security Act of 1974, as amended, the Internal Revenue Code and any other Applicable Law, to the extent such law is applicable to your Self-Funded Plan(s). NOVO Health and its Strategic Suppliers are not administrators, sponsors, trustees or fiduciaries of your Self-Funded Plan(s) and shall have no discretionary authority or control over the management of such plan or disposition of plan funds and no fiduciary duty in connection with your Self-Funded Plan(s). You acknowledge that the availability of NOVO Health Programs can vary by geographic region and plan design.
- II. Notification of Changes in Provider Networks or Third-Party Administrator. You agree to promptly notify NOVO Health, at least sixty (60) days in advance of any change in your third-party administrator or any preferred provider network (e.g. primary fee-for-service network) used in connection with any of your Self-Funded Plans. The purpose for such notice is to avoid unanticipated out-of-network experiences when plan beneficiaries seek care and to avoid interruptions in the processing of claims for services provided in any Program in which you participate. Changes in preferred provider networks and/or third-party administrator may result in a change in applicable Program Terms and to the services or Strategic Suppliers available to you and beneficiaries of your Self-Funded Plan. NOVO Health or a Strategic Supplier may terminate any Program Terms and/or Program Management Terms upon thirty (30) days’ notice if a network or third-party administrator you have selected is unable or unwilling to administer a Program collaboratively with NOVO Health. For example, some third-party administrators decline to process bundled payments. Some preferred provider networks and employer coalitions enter agreements directly with NOVO Health on behalf of their participating health plans. In the event you

CONFIDENTIAL AND PROPRIETARY

cease participation in such a network or coalition and have used such a network or coalition to participate in NOVO Health programs or services, you may be required to complete additional paperwork, Program Terms, or Program Management Terms to engage NOVO Health directly for programs previously managed or contracted for by your prior network or coalition.

- III. State Specific Terms and Conditions. Different rules and regulations may apply depending on the jurisdiction in which services/goods are provided or where the supplier or recipient of services or goods exchanged in connection with the NOVO Health Market may be located. Some states require the inclusion of specific terms in agreements of this nature. In order to address the requirements of individual state laws that may be applicable, the terms of Exhibit B to the General Terms are incorporated herein by reference as follows: (i) each term of Exhibit B will apply only to exchanges of services or goods subject to the jurisdiction of the state to which such term applies and not in any other state; (ii) each term of Exhibit B shall, to the extent possible, be read to be consistent with the other terms of the General Terms; (iii) if a term of Exhibit B cannot be read as consistent with any provision of these General Terms, subject to item (iv) below, the term in Exhibit B will prevail, but only to the extent of the conflict and only in the applicable state and to the extent required by law; and (iv) if a state law or regulation subordinates itself or any part of it to the contractual agreement of the parties (e.g. the law states, in effect, that the term in question is applicable “unless otherwise agreed”), then the General Terms will prevail over the subordinated state law or regulation.

## **EXHIBIT B: STATE SPECIFIC TERMS FOR COMPANIES WITH SELF-FUNDED HEALTH PLANS**

The following state-specific terms apply if you, as a Partner, maintain one or more Self-Funded Plans and purchase health care services within the NOVO Health Market:

### **Illinois:**

- Partner will notify NOVO Health of all incentives to be provided to a beneficiary to utilize services of a provider in connection with a Program and cooperate with NOVO Health to specify and incorporate such incentives into any applicable Program Terms.
- Partner will provide to beneficiaries of Partner’s Self-Funded Plan, at Partner’s expense, beneficiary identification cards containing Partner’s and NOVO Health’s names and toll-free telephone numbers, and NOVO Health’s website address. If Partner participates in any Program involving Innovation Alliance, LLC (a subsidiary of NOVO Health), Partner’s identification cards will also contain the name Innovation Alliance (toll-free telephone number and website are the same as for NOVO Health). Such identification cards shall conform to the Uniform Health Care Service Benefits Information Card Act, 215 ILCS 139. Notwithstanding any other provision of the General Terms restricting delegation or assignment, Partner may comply with this requirement by causing a third-party to issue such identification cards, provided that as between NOVO Health and Partner, Partner will remain responsible for the issuance of such cards.
- Partner acknowledges that NOVO Health is not an insurance company and Partner, not NOVO Health, assumes any underwriting risk in connection with any Program Terms.
- Partner represents that it has contracted with or otherwise arranged for the provision of health care services by one or more provider networks other than NOVO Health and that such networks satisfy all applicable state and federal network adequacy requirements. Partner will continue to make no fewer than one such provider network available to its beneficiaries on an ongoing basis and will notify NOVO Health in advance of any change in the networks available to beneficiaries of Partner’s health benefit plans.

CONFIDENTIAL AND PROPRIETARY

Specifically, Partner will assure that its beneficiaries have access to at least one provider network that satisfies the requirements of 50 Ill. Adm. Code 2051.310, including, without limitation, the availability of 24-hour, 7 day per week access to primary care and women's principal health care providers, as well as emergency care coverage that is not dependent on whether the services are performed by a preferred or non-preferred provider. Partner's plan design creates the potential for beneficiaries to incur greater out of pocket liability in connection with the receipt of services from out-of-network providers. If any health care provider participating in a NOVO Health program finds it medically necessary to refer a beneficiary to a provider who would be considered an out-of-network provider under the terms of Partner's applicable health benefit plan, Partner shall ensure that the beneficiary so referred shall incur no greater out of pocket liability than had the beneficiary received services from an in-network preferred provider. This requirement does not apply if the beneficiary willfully chooses to access an out-of-network provider for health care services that are available through an in-network provider.

- Partner represents and warrants that it has arranged contractually with a third-party administrator other than NOVO Health to conduct a utilization review program on behalf of its health plan. Such utilization review program has registered with the State of Illinois, meets the requirements of Illinois Statutes Chapter 215 § 134/85, and will apply to health care services delivered through the NOVO Health programs.
- Partner shall provide each beneficiary who may access services through a Program a document which (1) sets forth those providers with which agreements or arrangements have been made to provide health care services to such beneficiary, a source for the beneficiary to contact regarding changes in such providers and a clear description of any incentives for the beneficiary to utilize such providers, (2) discloses the extent of coverage as well as any limitations or exclusions of health care services under the program, (3) clearly sets out the circumstances under which reimbursement will be made to a beneficiary unable to utilize the services of a provider with which an arrangement or agreement has been made, (4) a description of the process for addressing beneficiary complaints, and (5) deductible and coinsurance amounts charged to any person receiving health care services from such a provider.
- Partner represents and warrants that it addresses the needs of beneficiaries with limited English proficiency and illiteracy, with diverse cultural and ethnic backgrounds, and with physical and mental disabilities with regard to the administration of its health plan and the communications made to beneficiaries as required by state and/or federal law, including the Americans With Disabilities Act of 1990.
- If Partner's health benefit plan provides that a beneficiary will incur a penalty for failing to pre-certify inpatient hospital treatment, the penalty may not exceed \$1,000.00 per occurrence.

References: 215 ILCS 5/370m; 215 ILCS 134/5; 50 Ill. Adm. Code 2051.280; 50 Ill. Adm. Code 2051.310