

Vista DME

CLINIC PROFILE

Office Information

Legal Name of Practice: _____ Practice Name/DBA, if Different: _____

Primary Street Address: _____ Apt/Suite #: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Office Fax: _____ Website: _____

Group NPI #: _____ Federal Tax ID #: _____ Multi-Location Group? Yes No

Billing: Do you currently? Bill in House Outsource Billing Services: _____
Company Name if Outsourced

Do you have your own DME License? Yes No DME License #, if applicable: _____ DME PTAN #: _____

Physician Information

Physician #1: _____
Name NPI Email Address Phone Number

Physician #2: _____
Name NPI Email Address Phone Number

Physician #3: _____
Name NPI Email Address Phone Number

Physician #4: _____
Name NPI Email Address Phone Number

Physician #5: _____
Name NPI Email Address Phone Number

Contacts & Contact Preferences

Primary Contact: _____
Name Email Address Phone Number

Office Manager Contact: _____
Name Email Address Phone Number

Medical Biller Contact: _____
Name Email Address Phone Number

Accounts Payable Contact: _____
Name Email Address Phone Number

Best Days to Contact: Mon Tue Wed Thur Fri Best Time of Day to Contact: _____

Preferred Contact Method (Mark all that apply): Text _____ Phone _____ Email _____

Please send me notifications when the following events occur:

Order Confirmation Patient Threshold Exceeded Insurance Denials Delivery Confirmations Return received

page | 1



855-50-VISTA (84782)
FAX: 844-508-4782



info@vista-dme.com



5009 Roswell Rd Suite 302, Atlanta, GA 30342

CLINIC PROFILE

Accounting Information

How will you be paying your invoices? Credit Card ACH Wire Check

Billing Address: _____ Apt/Suite #: _____

City: _____ State: _____ Zip: _____

Preferences for Order Processing & Requirements to Ship

Vista empowers providers to take control of their business by customizing order handling processes based on their preferences.

Please mark your preferences below:

Order Form

Do you wish to process an order if the corresponding order form is incomplete?

- Yes, please ship supplies to patients while order form is being revised & resubmitted with complete information.
 No, order form must be completed in its entirety.

Medical Records

Should adequate medical records representing required information pertinent to payor guidelines be presented prior to shipping the order?

- No, please ship to patients even if medical records do not meet payor guidelines.
 Yes, please do not ship orders unless medical records are present **and** meet all payor requirements.

Patient Responsibility Thresholds and Contact Preferences

What is the maximum allowable patient out-of-pocket before an order requires patient consent?

Ship all orders with patient responsibility (out of-pocket) owed less than \$ _____

Please select preference regarding patient contact in event of exceeded patient responsibility thresholds:

- I **grant permission to Vista DME to contact patients** with patient responsibility balances greater than above written thresholds.
Please make 3 attempted calls to obtain verbal acknowledgement of amounts patient is responsible for and consent to ship supplies.
- I **do not grant permission to Vista DME to contact patients**. Hold orders and notify our office. Our office will call to collect from patients, and notify Vista DME whether payment is collected or patient declined.

Post-Delivery Contact Preferences

- I **grant permission to Vista DME to contact patients** for the purpose of ensuring delivery was received.
- I **do not grant permission to Vista DME to contact patients**. Our office will contact patients to confirm supplies were received successfully.

EMR Connectivity

- I am interested in connecting with my EMR system
- I am not interested in connecting with my EMR system



Vista DME

USER PERMISSIONS FORM

Clinic Information

Name: _____ DBA: _____

Address: _____ Phone: _____

Clinic POC: _____ IT POC: _____

User #1: _____
First Name Last Name Email Address

Provider Contributor Billing

Clinic Locations: _____

User #2: _____
First Name Last Name Email Address

Provider Contributor Billing

Clinic Locations: _____

User #3: _____
First Name Last Name Email Address

Provider Contributor Billing

Clinic Locations: _____

User #4: _____
First Name Last Name Email Address

Provider Contributor Billing

Clinic Locations: _____

User #5: _____
First Name Last Name Email Address

Provider Contributor Billing

Clinic Locations: _____

Contact Us for Additional Clinic/Locations

page | 3



855-50-VISTA (84782)
FAX: 844-508-4782



info@vista-dme.com



5009 Roswell Rd Suite 302, Atlanta, GA 30342

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “BAA”) is made and entered into as of _____, _____ (the “Effective Date”) by and between _____ with a place of business at _____ (“Covered Entity”) and VISTA DME LLC (“VISTA”), with a place of business at 5009 Roswell Rd Suite 301, Atlanta, GA 30342 (“Business Associate”). In this BAA, Covered Entity and Business Associate are each a “Party” and, collectively, are the “Parties”.

BACKGROUND

- I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;
- IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;
- V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and
- VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or applicable law.
 - A. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
 - B. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
 - C. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

D. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

E. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.

F. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).

G. “Electronic PHI” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

H. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.

I. “HHS” means the U.S. Department of Health and Human Services.

J. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

K. “Individual” has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

L. “Privacy Rule” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

M. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

N. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

P. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. Safeguards Against Misuse of PHI. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. Reporting Disclosures of PHI and Security Incidents. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event promptly upon becoming aware of the event.

5. Reporting Breaches of Unsecured PHI. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. Mitigation of Disclosures of PHI. Each Party will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to such Party of any use or disclosure of PHI by such Party or its agents or subcontractors in violation of the Privacy Rule or the Security Rule.

7. Agreements with Agents or Subcontractors. Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or

transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. Audit Report. Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered Entity agrees not to re-disclose Business Associate's audit report.

9. Access to PHI by Individuals.

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. Amendment of PHI.

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate as required pursuant to 45 CFR §164.526.

B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate will promptly forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures.

A. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of PHI in accordance with 45 C.F.R. §164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. In the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in

connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will promptly forward such request to Covered Entity.

12. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. Data Ownership. Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. Term and Termination.

A. This BAA shall be effective as of the Effective Date stated above and shall end when terminated pursuant to this Section.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

D. This BAA may be terminated by either Party upon giving written notice to the other Party hereto no

fewer than ninety (90) days prior to the proposed termination date.

E. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 15.E will survive any termination of this BAA.

16. Miscellaneous.

A. *Entire Agreement.* This BAA constitutes and expresses the entire agreement of the Parties hereto with respect to the subject matter hereof. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. *No Third-Party Beneficiaries.* Except as expressly stated in this BAA or as provided by applicable law, this BAA will not create any rights in favor of any third party.

C. *Regulatory References.* A reference in this BAA to a section in the Code of Federal Regulations and/or other laws shall mean the cited section as that section may be amended from time to time.

D. *Notices.* All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

If to Covered Entity, to:

Attention: _____

If to Business Associate, to:

VISTA DME LLC
5009 Roswell Rd Suite 301
Atlanta, GA 30342
Attention: Chief Commercial Officer

E. *Amendments; Waiver.* This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

F. *HITECH Act Compliance.* The Parties acknowledge that the HITECH Act includes significant changes to

the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days' prior written notice to the other Party.

G. Choice of Law; Venue. This BAA and the rights and obligations of the Parties, shall be governed by and interpreted under the laws of the State of Texas. Any suit or litigation related to or arising out of this BAA must be filed in a court in Dallas County, Texas, and the Parties agree that this mandatory venue provision is enforceable.

H. Severability. The provisions of this BAA shall be severable, and if any provision of this BAA is held or declared to be illegal, invalid or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

I. Counterparts. This BAA may be executed in any number of counterparts, each of which may be executed by less than all of the Parties, all of which together will constitute one instrument.

IN WITNESS WHEREOF, each of the Parties has executed this BAA by its duly authorized representatives as of the Effective Date.

BUSINESS ASSOCIATE

COVERED ENTITY

VISTA DME LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**WOUND CARE
PRODUCTS AND SERVICES AGREEMENT**

THIS WOUND CARE PRODUCT AND SERVICES AGREEMENT is made this ___ day of _____ 20_____, between VISTA DME LLC ("VISTA"), with offices at 5009 Roswell Road, Suite 302, Atlanta, GA 30342 and _____ ("Client"), with offices at _____.

WITNESSETH

WHEREAS, VISTA develops, manufactures, distributes and markets Wound Care Products ("Products");

WHEREAS, VISTA provides Products and Direct Patient Fulfillment services specifically for Products dispensed by Physician DME's;

WHEREAS, Client desires to engage VISTA to provide such Products and Services. Client understands VISTA is not a DME provider and as such, does not bill or collect any remuneration from any Federal, State or third party insurance for such Products and Services

NOW THEREFORE, for and in consideration of the promises and covenants contained herein and intending to be legally bound, the parties agree as follows:

1. Product and Services. VISTA shall provide Products to Client as described in Exhibit A. The Products listed on Exhibit A shall constitute the Products. VISTA shall process, pick, pack, ship and fulfill orders direct to patient on behalf of Client ("Services"). Client hereby expressly authorizes VISTA to provide product and fulfillment services of DME orders direct to patients on its behalf in accordance with this Agreement. The Services shall be provided only for Client patients with a mailing address in the United States of America.
2. Client Responsibility. Client is solely responsible for ensuring the accuracy and completeness of all coding associated with claims and for ensuring the medical necessity and appropriateness of the services for which a claim will be submitted. As a supplementary service, VISTA, upon direct request from Client, will offer assistance with documentation and billing. VISTA shall not be responsible for any financial loss caused to Client due to actual knowledge, reckless disregard, or deliberate ignorance on part of Client or its employees in providing the information necessary to submit a complete and accurate claim. VISTA shall have no liability or responsibility whatsoever regarding the accuracy or completeness of the coding or determinations regarding medical necessity. Client shall be responsible for ensuring VISTA is provided all necessary information in order for VISTA to perform its duties hereunder. VISTA shall have no responsibility for any failure to meet its obligations under this Agreement that relate, directly or indirectly, to Client's failure to perform its responsibilities set forth in this Section.
3. Customer Authorization/Third-Party Payor Verification. Client hereby expressly authorizes VISTA to ship Products directly to patients on its behalf in accordance with this Agreement.

Client acknowledges that when a patient's primary insurance coverage is ___ or greater, the order for the Product is automatically approved for processing and shipping to the patient; if VISTA verifies primary insurance coverage is less than ___, the order for the Product will be put "on hold" until VISTA receives approval from Client to process and ship the product.

4. VISTA Responsibility.

- a. Provide Client with necessary product literature, information, forms, and or samples;
- b. Provide training and support for all products and services provided by VISTA to Client;
- c. Receive and process orders;
- d. Review orders for accurateness and completeness;
- e. Pick, pack and ship orders in a compliant manner
- f. Ship orders in a timely manner. Orders usually ship within 24 hours. Order received on Friday, Saturday or Sunday will ship on Monday;
- g. All orders will ship using a method with a tracking number;
- h. Provide copies of work orders to Client;
- i. Provide copies of patient invoices to Client;
- j. Provide copies of shipment tracking numbers and proof of delivery to Client;

SEE EXHIBIT B

5. Client Acknowledgment. Client acknowledges and agrees as follows:

- a. The ultimate responsibility for all claims submitted is that of the Client and Client shall remain responsible for subsequent correction, adjustment, or repayment of any payment regardless of reason or cause.
- b. The submission of false, fraudulent or misleading data, information, or statements to the government and/or commercial third party payors in connection with health insurance coding, billing and claims submission is a crime and can subject the violator to imprisonment and fines.
- c. Client shall be responsible for maintaining all original source documents to enable it to verify and document the claims submitted to third party payors (whether such claims are submitted in paper or electronic form).

- d. Client shall maintain a complete and accurate list of all wound care products supplied to Client's patients. This list shall include products supplied by VISTA and other third-party suppliers of Client. Client shall, so as to comply with Section 8 of this Agreement, allow VISTA access to the list of wound care products supplied within a period of three months.
 - e. Client agrees that VISTA cannot and does not guarantee that all eligible insurance claims submitted will be reimbursed, especially if such denials are based on Client's incomplete information, changes in insurance coverage rules, or based on coding or medical necessity determinations made by Client.
 - f. Client agrees to abide by all payers' rules and regulations, including rules and regulations promulgated by the Medicare and Medicaid programs, including providing Client's patients choice of providers and suppliers of medical items and services.
 - g. Client agrees that during the Term of this Agreement, the Client shall be properly enrolled with the Centers for Medicare and Medicaid as a DMEPOS supplier. In the event the Client becomes disenrolled, the Client shall immediately notify VISTA of such change.
6. Compensation. As consideration for the Products and Services provided and performed by VISTA hereunder, Client shall pay the full amount of the invoice based on the prices set forth on Exhibit A to VISTA within sixty (60) days of shipment. Exhibit A may be changed from time to time through mutual agreement of the parties in writing as long as such charges represent fair market value.
- a. Invoices not paid within the due date will be subject to services charges, equal to 18% APR.
 - b. Products and Services may be temporarily suspended by VISTA without notification for any invoice which is more than sixty (60) days from the date of invoice. Should Services be suspended, VISTA will only re-establish Service and Product delivery when all past due payments are received in full.
 - c. In return for the extension of credit, the undersigned hereby jointly and severally guarantee to pay and be responsible for payment of all the amounts due VISTA by Client, including collection charges and/or attorney's fees. This shall be an open and continuing guarantee, notwithstanding any changes, removals, extensions or the like, granted by VISTA. This guarantee shall continue in effect until Client is notified in writing by certified return receipt mail of its cancellation. The undersigned hereby waives notice of default or non-payment. VISTA shall be entitled to look to the undersigned for full payment without prior demand, notice or seeking recourse against any other party.
 - d. Effective June 1, 2025, a shipping fee will apply to all orders fulfilled and shipped directly to patients and provider offices. This fee will be itemized on the invoice and is in addition to the Product pricing outlined in Exhibit A. Client acknowledges and agrees to pay this fee as part of the Vista service.

7. Compliance with Laws and Regulations. It is expressly understood and agreed that both parties, in performance with their duties hereunder, will comply with all applicable laws and regulations, including but not limited to, laws and regulations (and government interpretations thereof) relating to billing, coding, and submission of claims to the Medicare and Medicaid Programs
8. Term. This Agreement shall be for an initial term of two (2) years from the date of its execution by both parties ("Initial Term") and shall automatically renew for subsequent (1) year terms unless either party provides the other party with thirty (30) days written notice prior to the expiration of the then current term of its intent to not renew this Agreement.
9. Exclusivity. During the Term the Client shall exclusively purchase Products from VISTA and not sell products and/or services that are substantially similar or in competition with the Products and services offered by VISTA through Clients DME provider number ("PTAN"). The same or substantially similar products are defined as items having the same HCPCS code. Notwithstanding the foregoing, the above in no way restricts Client's ability to medically treat their patients. Client is free to provide services to patients in the manner it did so prior to this Agreement.
10. Termination. This Agreement may be terminated as follows:
 - a. Immediate Termination. This Agreement may be terminated by either party in the event:
 - i. Either party loses or has revoked or suspended his/her/its license to practice in the state where the party is licensed and practicing.
 - ii. Either party files for bankruptcy or otherwise seeks protection from creditors pursuant to federal or state laws.
 - iii. VISTA and/or Client reasonably believe either is not complying with federal or state laws, regulations or guidelines applicable to the sale of Products.
 - b. Without Cause Termination. Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party.
 - c. Effect of Termination. Upon termination or expiration of this Agreement, VISTA at its sole option, may continue to process orders for which VISTA has already commenced processing and VISTA shall be paid for each order in accordance with Section 5.
11. Non-Disclosure. All proprietary information provided by either party will be kept confidential and shall not be disclosed to any other person or entity in the performance of VISTA's duties as provided hereunder and in accordance with the requirement contained herein. In addition, Client agrees that it shall not divulge the contents, terms, conditions, or other provisions of this Agreement to any other person or entity without the express written consent of VISTA.

12. Confidentiality and HIPAA. VISTA as "business associate" of Client, will abide by the covenants and provisions of the HIPAA Business Associates Addendum, which is attached hereto and incorporated herein by reference. All information and data provided by Client to VISTA will be kept confidential and shall not be disclosed to any other person or entity in the performance of VISTA's duties as provided hereunder and in accordance with the requirement contained herein.
13. Limitation on Liability. Clients expressly acknowledges and agrees that except to the extent caused by VISTA's gross negligence or willful misconduct, VISTA's liability to Client under this Agreement shall be limited to the amount having then actually paid by Client to VISTA during the then current Term of this Agreement. Notwithstanding the foregoing, Client agrees that in no event will VISTA be responsible or liable for any consequential, incidental, punitive, special, indirect, exemplary, or loss-of-profit damages. Client hereby agrees to indemnify and hold VISTA and its owners, directors, and employees harmless from and against any and all liability, claims, causes of action, damages, fines, assessments, penalties, costs (including reasonable attorney fees) and responsibility of any kind arising out of or associated with Client's professional practice, or Client's breach of the covenants contained in Sections 2, 3 and 4.
14. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Georgia.
15. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance or any interruption of service resulting, directly or indirectly, from an act of God, fire, explosion, riots, acts of terrorism, computer hardware or software failures or breakdowns, failure in communication equipment, or similar causes or occurrences beyond the reasonable control of either party.
16. Assignment. Neither Party may, without written approval of the other, assign this Agreement or transfer its interest or any part thereof under this Agreement to any third party except that a Party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning Party.
17. Amendment and Entire Agreement. This Agreement may only be amended by a writing signed by both parties. This Agreement constitutes the entire understanding and agreement between the parties regarding the matters discussed herein and supersedes any and all prior understandings and agreements, whether written or oral, regarding the subject matter hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dated indicated below.

Vista DME LLC Client: _____

Name: _____ Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Exhibit B - Assurance on Vista Services

Benefit Verification – Prior Authorization – Pre-Determination Services

- In the event a third party payor or Medicare denies coverage due solely to an error made by Vista DME LLC in researching and summarizing whether and under what circumstances and criteria (e.g., prior authorization, FDA-approved use) product is covered by the patient's insurance, Vista DME LLC will credit the provider for its costs incurred in acquiring product coverage used to treat such patient.
- In order to be eligible for a credit, (i) the Provider must have provided Vista DME LLC complete and accurate patient information on the Benefit Verification Request Form for each date of service if a benefit verification or prior authorization is needed, (ii) Vista DME LLC must have verified the patient's benefits with his/her insurance and obtained prior authorization on behalf of the Provider for the use of Vista DME products for the patient, if required by the patient's insurance, (iii) the Provider's use of Vista DME products for the patient must have been fully compliant with all of the patient's insurance criteria, and (iv) the Provider must notify Vista DME LLC of the third party payor's denial of coverage within three months from the corresponding patient's procedure date.
- Under the Assurance on Benefit Verification and Prior Authorization Program, Vista DME LLC does not guarantee reimbursement, but will credit a Provider its costs incurred in acquiring product coverage for a patient if denied by a third-party payor or Medicare due solely to an error made by Vista DME LLC.

Pre-Claim Documentation Review Services

- Vista performs Pre-Claim review as part of the array of services performed. This review analyzes and reports back the deficiencies in the medical documentation as it relates to the coverage guidelines in the beneficiary's medical policies. Vista will provide assurance that this review was done properly and if after review a claim results in denied coverage, the client will receive a credit related to the invoice associated with the claim for errors made by Vista. Client Understands that they are responsible for meeting filing and other deadlines by the payor and for appealing the denial of the claim through two levels of appeal. The provider is responsible for reviewing the services being performed and amending their documentation in order to support the claim properly. The provider is also responsible for billing the claim properly.

Additional conditions and limitations:

- Claim and EOB must be submitted to Vista DME LLC for review at:

Claims@vista-dme.com

- First and Second Level of appeal must be filed upon denial of claim.
- Denial of appeal from payers needs to be sent to Vista DME LLC.
- Must agree to report and return any refund to the appropriate government payer or secondary insurer.

- Must return any collected deductibles and co-payment to the patient and/or adjust the statement submitted to the government.
- This program excludes all Medicaid cases (primary and secondary)
- Limited to cases that are on-label and in accordance with the conditions of coverage notes in the applicable local coverage determinations (LCD's) and medical policies for [insert product names].
- Limited to the purchase price for the product: do not cover any further patient care expenses or costs related to therapy. Provider must accept assignment/contracted rate.
- Claims must have been submitted in accordance with the payer's documentation criteria.

For more information about the Assurance on Vista Services, including how to apply for a credit under the Program, contact Vista DME LLC at Claims@vista-dme.com

Practice Name: _____

Name: _____

Signature: _____

Date: _____

**EXHIBIT A
WOUND CARE PRODUCTS AND SERVICES PRICING**

SKU	Wound Care Supplies	Cost to Physician	Total Fee Schedule
VST1039	Collagen Powder 1g pack	\$18.00	\$44.14
VST1038	Collagen 2" x 2"	\$13.80	\$29.97
VST1091	Collagen Pad 7" x 7"	\$114.00	\$271.22
VST1112	XLTA SUPER (640gsm) 2" x 2"	\$6.56	\$10.49
VST1113	XLTA SUPER (640gsm) 4"x 4"	\$7.13	\$10.49
VST1114	XLTA SUPER (640gsm) 6"x 8"	\$14.68	\$23.44
VST1142	Silver Alginate 2" x 2"	\$5.06	\$10.49
VST1082	Silver Alginate 4"x 8"	\$9.80	\$23.44
VST1074	Calcium Alginate 2"x 2"	\$5.06	\$10.49
VST1098	ABD Pad 5" x 9"	\$2.13	\$4.64
VST1097	ABD Pad 8" x 10"	\$4.14	\$9.03
VST1025	Bordered Gauze 2" x 2"	\$0.75	\$1.36
VST1187	Bordered Gauze 3" x 3"	\$0.80	\$1.36
VST1026	Bordered Gauze 4" x 4"	\$1.33	\$1.36
VST1031	Bordered Gauze 6" x 8"	\$1.81	\$3.69
VST1155	Standard Gauze Pad 2" x 2"	\$0.05	\$0.15
VST1156	Standard Gauze Pad 4" x 4"	\$0.05	\$0.15
VST1093	Rolled Gauze 2" x 4.1	\$0.66	\$1.80
VST1163	Rolled Gauze 3" x 4.1	\$0.86	\$2.20
VST1164	Rolled Gauze 4" x 4.1	\$1.14	\$2.20
VST1092	Tape 1" x 10yd	\$2.80	\$2.80
VST1005	Hydrogel 3oz	\$31.74	\$69.45

Signature: _____ Date: _____