



PARKVIEW HEALTH

The quote below is provided in connection with your organization's request to receive certain Simulation services (the "Services") from the Advanced Medical Simulation Lab at Parkview Health System, Inc. ("Parkview"). By signing below, _____ ("Client") agrees to receive the Services according to the terms of this quote and the Terms and Conditions attached hereto.

Bill to:		Quote Generated	10 Feb 2025
		Quote No.	01
Recipient:	Clark County Health Dept.		
Client:	Dr. Eric Yazel		
Address:	1201 Wall Street Jeffersonville, IN 47130		

Acceptance and authorization

By signature of authorized representative signing below, Client agrees to pay the fees as set forth above in exchange for the Services and in accordance with the Terms and Conditions attached hereto.

Client:

Signature

Full name

Title

Date

This Agreement is entered into between Parkview Health System, Inc. ("Parkview")(which operates the Advanced Medical Simulation Lab ("AMSL")) and the Client identified on the quote to which this Agreement is attached ("Client") ("Parkview" and "Client" are, from time to time, referred to as a "Party" or, collectively, the "Parties"). The quote to which this Agreement is attached is expressly incorporated herein as a part of this Agreement and, by signing the quote, Client agrees to the terms and conditions as set forth herein.

Scope of Agreement. This Agreement sets forth the terms and conditions upon which Parkview will provide the Services to Client.

Payment Terms. Following the delivery of Services, Client agrees to pay the full amount set forth in the quote within thirty (30) days of receiving an invoice from Parkview.

All payments are non-refundable. All payments are to be made in United States dollars (USD). The payments exclude all sales, value-added, withholding, or other taxes and all export-import fees, customs duties, or other similar charges attributable to any use by Client of the Services ("Taxes"). Client is responsible for payment of all such Taxes and any related interest and penalties.

Client Responsibilities. Client is responsible for providing reasonable assistance, cooperation, and engagement in order to permit Parkview to deliver the Services. Should circumstances require rescheduling of Services or other similar accommodations, Client agrees to reasonably cooperate with Parkview and AMSL leadership in connection therewith. In connection with the Services, Client agrees not to disclose to Parkview any information which would be considered confidential or proprietary. To the extent Client is a Covered Entity or a Business Associate to a Covered Entity as defined in 45 CFR § 160.103, Client agrees not to disclose to Parkview any protected health information or other information subject to protection under federal or state privacy laws or regulations.

Parkview Responsibilities. Parkview agrees to make the space, equipment, and consumable goods reasonably available in order to provide the Services as set forth in the quote. To the extent the Services include the delivery of professional services, Parkview agrees to provide such professional services in a competent and workmanlike manner.

Equipment. At the sole discretion of Parkview and AMSL leadership, the Services may include loaned equipment. If the Services include loaned equipment, such equipment will be inspected prior to the start and upon completion of all usage. Any damage beyond normal wear-and-tear to equipment during use is the responsibility of the Client. The Client will be billed for the costs associated with repair or replacement. Training of instructors on the equipment will be provided by a Simulation Specialist. Equipment may be checked out, using AMSL procedures, for the agreed upon duration between AMSL leadership and borrower. All equipment is subject to the AMSL fee schedule.

Waiver of Liability. Client's participation in the event(s) associated with the Services is voluntary. Client acknowledges that its receipt of the Services and its use of space and equipment in connection therewith presents a risk of personal injury to participants and/or third parties. Therefore, Client, on behalf of itself and its participants, expressly waives any liability including, without limitation, any claims for personal injury or death, disability, or property damage, arising in any way out of its participation in the event(s) associated with the Services or its use of space and equipment in connection therewith caused by the negligence of Client or its participants. Except for the gross negligence or intentional misconduct of Parkview or its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releasees"), Client expressly waives and releases any and all claims, now known or hereafter known, against Releasees, arising out of or attributable to the Services or its use of the space and equipment in connection therewith.

Indemnification. Except for the gross negligence or intentional misconduct of Parkview and/or the other Releasees, Client shall defend, indemnify, and hold harmless Parkview and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, or the costs of enforcing any right to indemnification under the release identified herein, incurred by Parkview or any other Releasees in connection with any claim of a third party, including those brought by employees, contractors, or patients of the Client, related to the Client's participation in the event(s) associated with the Services or its use of

space and equipment in connection therewith, including any claim related to Client's own negligence.

No Medical Advice. Client understands and agrees that the Services are simulated healthcare events and are strictly educational and informational in nature. The Services are not intended to constitute medical advice. Client agrees that Client is not entitled to rely on the Services as a substitute for professional medical advice or to diagnose or treat any specific medical concern or condition. The Services are in no way intended to be, and must not be taken to be, the practice or provision of medicine or any type of healthcare. Client's reliance on the information provided in connection with the Services is solely at Client's own risk. Parkview is relieved of all compensatory liability, fiscal or otherwise, in connection with Client's reliance on the Services in a medical setting.

No Warranty. The Services and any space, equipment, consumable goods, or other materials provided in connection therewith are provided "as-is". Parkview provides no warranty, express or implied, with respect to the Services including, without limitation, any warranties for merchantability or fitness for a particular purpose.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL EITHER CLIENT OR PARKVIEW BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR PUNITIVE DAMAGES IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Compliance with Law. Each Party represents and warrants that, in connection with this Agreement, it will comply with all applicable Federal and State laws and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). This Agreement is not in any way intended to affect the professional judgment, treatment or medical services rendered by any healthcare provider. No part of this Agreement shall be construed to induce or encourage the referral of patients. The Parties acknowledge and agree that there is no requirement under this Agreement or any other agreement between the Parties that either Party or its affiliates refer any patients to the other Party or any of its affiliates. The compensation to be paid or consideration to be provided under this Agreement is not based on the volume or value of referrals or business generated for a Party or its affiliates. The compensation to be paid or consideration to be provided under this Agreement shall not be adjusted

or renegotiated based on the volume or value of any referrals to, or business otherwise generated for, either Party or their affiliates. There is no requirement that the Parties make referrals to, be in a position to make referrals to, or otherwise generate business for, one another or their affiliates as a condition of this Agreement. The Parties believe that the consideration or exchange of value herein represents fair market value for the services provided.

Miscellaneous. The headings in this Agreement are intended solely for convenience or reference and will be given no effect in the construction or interpretation of this Agreement. This Agreement supersedes all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the Parties with respect to the subject matter hereof and may not be altered or amended except in writing, signed by an authorized representative of each Party hereto. The construction and enforcement of this Agreement will be governed by the laws of the State of Indiana, United States of America, without regard to principles of choice of law. The Parties acknowledge that this contract is entered into in Indiana. No waiver of any default, condition, provision or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, condition, provision or breach of this Agreement. If any paragraph, term, condition or provision of this Agreement will be found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the laws of the State of Indiana, then the paragraph, term condition or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions will remain in full force and effect.