

**Terms and Conditions of Access to
Specifications
Ophthalmology Shields**

Pursuant to the Blanket Waivers of Section 1877(g) of the Social Security Act and due to the Declaration of COVID-19 Outbreak in the United States as a national Emergency, Children's Hospital Colorado (CHCO) is providing access to specifications for ophthalmology face shields created by CHCO to you ("You" or "Your"). Such items are being provided for the following purposes during such time as the Waivers remain in place:

- To ensure the ability of health care providers to address patient and community needs due to the COVID-19 outbreak in the United States
- To expand the capacity of health care providers to address patient and community needs due to the COVID-19 outbreak in the United States
- To address medical practice or business interruption due to the COVID-19 outbreak in the United States in order to maintain the availability of medical care and related services for patients and the community

You acknowledge that CHCO is acting as a good Samaritan and an independent volunteer providing dissemination of these specifications. CHCO does not certify the design or components operate properly or satisfy any FDA or other regulatory requirements. Further, the use of face shields made based on these specifications may or may not operate with Your equipment and may void product and equipment warranties, depending on the terms and conditions You agreed to with Your vendors. You specifically disclaim warranties, including warranties of non-infringement, and all other implied warranties. These terms and conditions reflect the fact that CHCO offers these specifications "as is" with no warranties of any kind.

You release and forever discharge CHCO from any and all liability for acts or omissions—including negligent acts or omissions—causing damage, loss, injury, or death to the individual recipient or other third parties associated with Your use of the specifications.

You acknowledge that this access will at all times be subject to availability and timing as may be determined by CHCO in its sole and absolute discretion.

Nothing in this arrangement, whether written or oral, nor any consideration in connection herewith, contemplates or requires You to refer or admit any patients to, or order any goods or services from, any CHCO or any other CHCO-affiliated health care facility. This arrangement is not intended to influence the judgment of any physician in choosing the medical facility appropriate for the treatment and care of his or her patients. You shall not receive compensation or remuneration for referrals You make, if any, to CHCO. You and CHCO specifically do not intend to violate the Federal Anti-Fraud and Abuse provisions, which are codified at 42 U.S.C. Section 1320a-7b(b) (commonly known as the "**Anti-Kickback Statute**"), or the Ethics in Patient Referrals Act, which is codified at 42 U.S.C. Section 1395nn (commonly known as the "**Stark Law**"), or other applicable laws that may be passed from time to time.

You agree not to further disclose these specifications to any third parties outside of You and Your organization.