

## **VENDOR TERMS AND CONDITIONS**

As a condition of doing business, or continuing to do business, with Covenant Health or any of its direct or indirect subsidiaries ("Covenant Health"), the undersigned vendor or prospective vendor ("Vendor") represents and agrees as follows:

1. **Code of Conduct.** Vendor acknowledges and agrees that Covenant Health has adopted a Code of Conduct (available on written request through the Integrity-Compliance Office at 3003 Lake Brook Drive, Suite 102, Knoxville, Tennessee, 37909 or IntegrityCompliance2@covhlth.com), and Vendor agrees to abide by the same (and to cause its employees, agents, and subcontractors to abide by the same) relative to dealings and interactions with Covenant Health.
2. **Conflict of Interest.** Vendor acknowledges that Covenant Health has adopted a conflict of interest policy and represents it has disclosed to the Covenant Health Integrity-Compliance Office any actual or potential conflict of interest arising from any officer, director, or employee of Covenant Health, or any family member of the same, having any significant ownership, financial or other interest in, or arrangement with, Vendor, or any of Vendor's owners, officers, directors, or employees, or family members of the same. "Significant" financial relationships include, without limitation, an investment valued at greater than 1% of the outstanding stock of a corporation or a comparable ownership interest in a non-stock organization. "Family members" include any person who is related by blood or marriage or whose relationship is similar to that of persons who are related by blood or marriage.
3. **Gifts.** Vendor acknowledges and agrees that Covenant Health employees are prohibited under the Covenant Health Code of Conduct from directly or indirectly soliciting gifts or business courtesies from Vendor, and from directly or indirectly offering, giving, or accepting any gifts, benefits, meals, lodging, travel, or other perquisites that could influence (or appear to influence) objective business judgment or that would violate applicable law. Cash gifts or cash equivalents, such as checks, gift certificates and stocks/bonds, in any amount to or from any organization or person that does business with Covenant Health are prohibited. Vendor will refrain, and cause its employees, agents, and subcontractors to refrain, from soliciting, offering, or accepting prohibited gifts. Vendor additionally acknowledges that Covenant Health follows the PhrMa Code of Conduct on Interactions with Health Care Professionals and agrees to abide by the same in its business dealings with Covenant Health.
4. **Patient Information.** Vendor agrees that all patient information is confidential and protected by federal and state law and that such information will not be accessed, used, or disclosed except in accordance with Covenant Health's Privacy Policies and Procedures, applicable law, and pertinent ethical obligations. Patient information learned during the course of Vendor's relationship with Covenant Health will not be used or disclosed after termination of the relationship.
5. **Business and Other Proprietary Information.** Vendor agrees that business and other proprietary information of any type generated in connection with Covenant Health operations is confidential. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, or electronically or magnetically stored data/records. Such information will not be accessed, used or disclosed for any reason other than to conduct business on behalf of Covenant Health pursuant to the terms of a written agreement; report to the Covenant Health Integrity-Compliance Office pursuant to these Terms and Conditions; and under the conditions described herein, report to government personnel. Confidential business information learned during the course of Vendor's relationship with Covenant Health will not be used or disclosed after termination of the relationship.
6. **Integrity-Compliance Program.** Vendor acknowledges and agrees that Covenant Health has adopted an Integrity-Compliance program. Should Vendor obtain information that reasonably leads it to believe there has or may have been a violation of law, ethical obligation, the Covenant Health Code of Conduct, or Covenant Health policies and procedures by Covenant Health or any of its directors, officers, or employees, Vendor will promptly report and disclose the same to the Integrity-Compliance Office (1-888-731-3115) and provide such Office with all information related to such belief. Vendor will cooperate with the Integrity-Compliance Office in any investigation related to any compliance matters or other actions taken pursuant to the Integrity-Compliance program. Information concerning matters taken under review by the Integrity-Compliance Office will not be disclosed by Vendor except (a) to assist the Integrity-Compliance Office in the investigation and resolution of compliance matters; (b) if such Office directs the disclosure; or (c) under the conditions described below, to report to government personnel. Nothing in these Terms and Conditions will be construed as limiting in any way the right of Vendor to report or disclose to any governmental agency or personnel any information Vendor is obligated to disclose to the Integrity-Compliance Office pursuant to these Terms and Conditions. Vendor agrees, however, to promptly disclose to such Office (i) when a disclosure regarding actual or potential violations of law has been made to a governmental agency or personnel by Vendor or any Vendor employee, agent, or subcontractor; and (ii) when any Vendor employees, agent, or subcontractor has been questioned by government personnel regarding Covenant Health, or its employees or agents. Notwithstanding the preceding, Vendor will have no duty to make any disclosure to the Integrity-Compliance Office that is specifically prohibited or restricted by court order, by a directive of governmental personnel, or by applicable law.

7. **Ownership of Covenant Health Information.** Vendor acknowledges and agrees that Covenant Health retains full ownership of all documents, files, data, policies, procedures, work products, and other information generated or paid for by Covenant Health ("Covenant Health Information"), either by employment of the person(s) generating the information or by contracting for the information to be developed. On termination of Vendor's relationship with Covenant Health, Vendor will promptly return all Covenant Health Information and will retain no copies of the same.
8. **Access to Information and Information Resources.** Vendor acknowledges and agrees that during the course of Vendor's business relationship with Covenant Health access will not be made to data, files, or any other stored information not necessary for job function, unless there has been prior clearance by an authorized Covenant Health representative. Vendor acknowledges and agrees that Covenant Health's computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, ("Information Resources") are Covenant Health property. The Information Resources will be used only by properly identified, authenticated, and authorized individuals and will be used solely for Covenant Health business. All messages, content, data, information, and files composed, stored, sent, or received on the Information Resources are the property of Covenant Health, and Vendor acknowledges and agrees that Vendor has no expectation of privacy with respect to use of the Information Resources.
9. **Legitimate Business; Fair Market Value.** Vendor acknowledges and agrees that any items or services provided to and accepted from Covenant Health will not exceed those that are reasonable and necessary for legitimate business purposes and that the amount paid or payable for such items or services will be a fair market value amount.
10. **No Exclusion/Debarment.** Vendor represents that (a) Vendor is not currently excluded, debarred, or otherwise ineligible to participate in any state or federal health care program or in any federal procurement or nonprocurement program and has not been convicted of a criminal offense related to the provision of health care items or services; and (b) none of Vendor's (i) directors, officers, partners or persons owning more than 5% of Vendor's equity interests or (ii) employees or agents who will directly provide health care services to Covenant Health or its patients, are currently excluded, debarred, or otherwise ineligible to participate in state or federal health care programs or in federal procurement or nonprocurement programs, nor has any such person been convicted of a criminal offense related to the provision of health care items or services. Vendor agrees to disclose to Covenant Health any threatened or actual debarment, exclusion, or other event or circumstance that makes or may make Vendor or any of such persons ineligible to participate in a state or federal health care program or federal procurement or nonprocurement program, promptly after receiving notice of such event or circumstance. Vendor acknowledges and agrees that Covenant Health will have the right to terminate any business relationship with Vendor in the event of any such debarment, exclusion, or other action unless Vendor takes immediate effective action to remedy such circumstance.
11. **Compliance with Applicable Law; Policies and Procedures.** Vendor will comply with all laws, rules, and regulations applicable to or dealing with performance of services or the provision of goods to Covenant Health. Vendor employees, agents, representative, or contractors on site at Covenant Health facilities will comply with each such facility's policies and procedures.
12. **Compliance with Covenant Health Deficit Reduction Act of 2005 Policy.** Vendor acknowledges it has received Covenant Health's policy regarding Employee Education about False Claims Recovery (Deficit Reduction Act of 2005), and to the extent Vendor is a Contractor or Agent within the meaning of such policy, Vendor agrees to abide by the same as to the work Vendor performs for Covenant Health, to disseminate such policy to Vendor's employees, and to require its employees to abide by the same.
13. **Vendor Employees, Agents, and Subcontractors.** Vendor will require its employees, agents, and subcontractors to observe and comply with these Terms and Conditions
14. **Reporting Instances of Noncompliance.** Vendor agrees to report immediately any violations of the requirements of these Terms and Conditions, violations of the Covenant Health Code of Conduct, breaches of network security, or patient privacy violations to the Covenant Integrity & Compliance Reportline (888) 731-3115.
15. **Miscellaneous.** These Terms and Conditions may not be amended in any respect except in a signed writing by Covenant Health, although Covenant Health's periodic changes to any codes, policies, or procedures referenced herein will not require such a writing. If Covenant Health prevails in any action instituted to enforce or construe any of the Terms and Conditions, Covenant Health will be entitled to recover from the nonprevailing party all of its reasonable attorney fees and court costs, including those incurred in any appeal. If any provision of these Terms and Conditions are held to be invalid, illegal, or otherwise unenforceable, the holding will not affect the remaining provisions. The waiver of any breach of these Terms and Conditions by either party hereto will not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision. The covenants and obligations set forth in Sections 4-7 and 13-14 of these Terms and Conditions are intended to continue in effect after termination of any agreement with Covenant Health, will survive termination, and will remain in effect and enforceable by Covenant Health.