

NUVANCE HEALTH

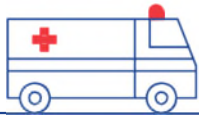
VENDOR CODE OF CONDUCT



Nuvance Health Vendor Code of Conduct

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II. Introduction

A. Background

◆ **Compliance Goals**

⇒ Nuvance Health and its affiliated facilities, units, and entities (collectively hereinafter “Nuvance”)¹ strive to:

- ▶ Comply with all:
 - Applicable Federal and State criminal, civil, and administrative laws, rules, codes, and regulations (collectively hereinafter “Applicable Law”);
 - Federal healthcare program requirements and conditions of participation (collectively hereinafter “Federal healthcare program requirements”); and
 - Internally promulgated standards of conduct and associated policies and procedures;
- ▶ Demonstrate high ethical standards in our patient care initiatives and business practices; and
- ▶ Detect and deter unprofessional and criminal conduct.

⇒ Our contractors, subcontractors, independent contractors, agents, consultants, business affiliates, vendors, and other contracted third-parties (hereinafter collectively “Vendor” or “Vendors”) play an integral role, within their scope of delivery of contracted services, in helping Nuvance reach these goals.

B. Overview

⇒ The Nuvance Health Vendor Code of Conduct (the “Vendor Code of Conduct”) communicates the minimum standards by which all Vendors are expected to conduct themselves when providing goods and services to Nuvance. The Vendor Code of Conduct articulates Nuvance’s commitment to its values, legally compliant conduct, and ethical business behavior. Equally important, the Vendor Code of Conduct simultaneously reminds Vendors of their ongoing responsibility to use sound judgment and demonstrate personal

¹ A list of the various Nuvance Health facilities, units, and entities is provided in ¶ “C” [Nuvance Description] of this section, below.



integrity and professionalism when carrying out their contractual obligations. The Vendor Code of Conduct has been adopted by the Nuvance Executive Compliance Committee and the Audit and Compliance Committee of the Nuvance Health Board of Directors.

C. **Applicability and Scope**

◆ **Applicability**

⇒ The Vendor Code of Conduct applies to all Vendors who, or that, provide goods or services to Nuvance, whether such contractual obligations are fulfilled onsite, offsite, or any combination thereof.

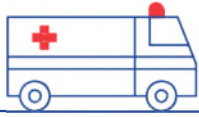
◆ **Scope**

⇒ Any contract, memorandum of understanding, or other agreement between a Vendor and Nuvance (collectively hereinafter “the Parties”) for the delivery of goods or services to Nuvance shall be governed by the Vendor Code of Conduct in addition to the underlying agreement between the Parties.

◆ **Nuvance Description**

⇒ For purposes of the Vendor Code of Conduct, Nuvance shall include all Nuvance-affiliated facilities, units, and entities including, without limitation, the following:

Nuvance Health				
Nuvance Health	Health Quest Systems, Inc.	Western Connecticut Health Network, Inc.	Health Quest Home Care, Inc. (Licensed and Certified)	Western Connecticut Home Care, Inc.
Danbury Hospital and its New Milford campus	Northern Dutchess Hospital	The Norwalk Hospital Association	Putnam Hospital	Vassar Brothers Medical Center



Nuvance Health

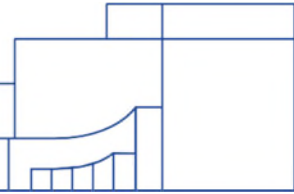
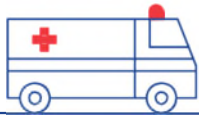
Nuvance Health Medical Practice, P.C.	Nuvance Health Medical Practice CT, Inc.	Eastern New York Medical Services, P.C	Hudson Valley Newborn Physician Services, PLLC	Vassar Health Quest Medical Practice of Connecticut, Inc.
Hudson Valley Cardiovascular Practice, P.C.	Taconic, IPA, Inc.	Western Connecticut Health Network Physician Hospital Organization ACO, Inc.	New Milford MRI, LLC	Nuvance Insurance Company, Ltd.
The Various Hospital Foundations of Nuvance Health ²	Western Connecticut Health Network Affiliates, Inc.	Alamo Ambulance Service, Inc.	S.W.C. Corporation	Physicians Network, P.C.
Norwalk Surgery Center, LLC	Western Connecticut Health Network Investments, LLC			

D. Expectations

◆ Adherence to Applicable Law

⇒ Vendors are expected to conduct their business activities in compliance with Applicable Law and Federal healthcare program requirements.

² This includes: (i) Danbury Hospital & New Milford Hospital Foundation, Inc.; (ii) Norwalk Hospital Foundation, Inc.; (iii) Vassar Brothers Hospital Foundation; (iv) NDH Foundation; and (v) Putnam Hospital Center Foundation, Inc.



◆ ***Require workforce members and contracted third parties to comply with the Vendor Code of Conduct***

⇒ Vendors are expected to contractually bind or otherwise require their workforce members and contracted third-parties who, or that, have been assigned, delegated or otherwise tasked to fulfill Vendor’s contractual obligations with Nuvance, to fully comply with the Vendor Code of Conduct. Vendor is at all times responsible to Nuvance for the acts or omissions of such parties.

◆ ***Respond to Vendor Code of Conduct Violations***

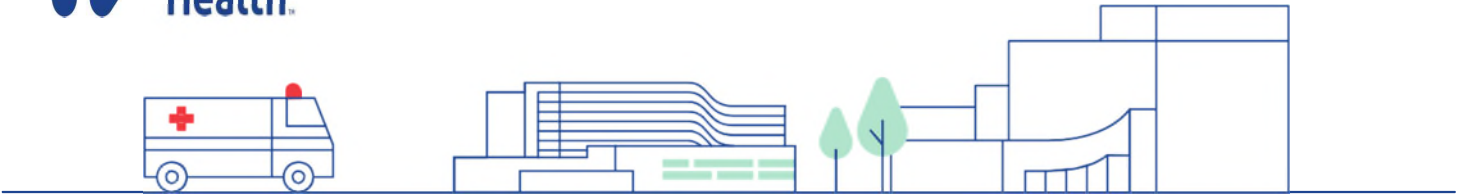
⇒ Vendors are also expected to:

- ▶ Take appropriate corrective action with respect to any of their own workforce members, contractors, subcontractors, or their contracted third-parties who, or that, have been found to have violated Applicable Law or Federal healthcare program requirements, or have otherwise engaged in activities, actions, or conduct inconsistent with the provisions of the Vendor Code of Conduct as it relates to the goods or services provided by Vendor to Nuvance. Such action may include, but is not limited to, appropriate corrective action, as determined by the Vendor, and/or removal from Nuvance property or provision of services or goods to Nuvance, at either the Vendor’s discretion or Nuvance’s request;
- ▶ Report any noted Prohibited Activity to Nuvance officials, as outlined in § XII and XIII below and, where required by law or otherwise warranted, government officials; and
- ▶ Avoid retaliatory conduct.

◆ ***Affirmatively Participate in the Nuvance Compliance and Ethics Program***

⇒ Nuvance has established a Compliance and Ethics Program (the “Program”) focused on deterring, preventing, and correcting unprofessional, unethical, and illegal conduct and carrying out patient care and business initiatives in accordance with Applicable Law and internal standards of conduct.

- ▶ The Program is designed to enhance Nuvance’s workforce members and Vendors understanding of what constitutes acceptable behavior and appropriate decision-making when carrying out their role, functions, duties, and obligations.



- ▶ The Program applies to the following areas of operation affected by the Program (hereinafter referred to as Nuvance’s “risk areas”):

Nuvance Risk Areas

✓ <i>Billings and claims submission</i>	✓ <i>Patient collection</i>	✓ <i>Payments and claims reimbursement</i>
✓ <i>Vendor oversight</i>	✓ <i>Quality of care</i>	✓ <i>Cost reporting</i>
✓ <i>Marketing</i>	✓ <i>Sales</i>	✓ <i>Governance</i>
✓ <i>Mandatory reporting (including, without limitation, refunding of overpayments)</i>	✓ <i>Medical record documentation</i>	✓ <i>Patient incentives</i>
✓ <i>Ordered Services (i.e., Federal healthcare program items or services ordered, prescribed, furnished, authorized, administered or otherwise provided by Nuvance)</i>	✓ <i>Medical necessity</i>	✓ <i>Patient safety</i>
	✓ <i>Arrangements with vendors and other potential sources or recipients of referrals of health care business</i>	✓ <i>Credentialing</i>
		✓ <i>Other risk areas that are or should reasonably be identified by Nuvance through organizational experience including, but not limited to, risks identified in the course of internal monitoring and auditing activities</i>

- ▶ In order to effectively implement the Program, Nuvance has adopted the *Nuvance Health Compliance and Ethics Program Charter* along with associated compliance-related policies and procedures (hereinafter collectively referred to as the “Charter”).

⇒ Vendors are expected to affirmatively participate in the Program by:

- ▶ Complying with the requirements of the Program and Charter provided and to the extent that:



- The Program or Charter requirements are applicable to Vendor’s interaction with Nuvance; or
 - Vendor’s provision of goods or services, or the fulfillment of other obligations within their scope of contracted authority, to Nuvance, are related or relevant to, or otherwise affected by, Nuvance’s risk areas;
- ▶ Fulfilling their contractual obligations with Nuvance in a manner that supports the integrity of Nuvance’s operations; and
 - ▶ Where requested, participating in compliance-related training relevant to the deliverance of goods and services provided by the Vendor.

⇒ The Charter and other important Program documents are available at <https://www.nuvancehealth.org/compliance>. These documents:

- ▶ Provide details on various compliance responsibilities and activities, including training and education, disciplinary policies that outline the consequences of non-compliance, and sanction screening requirements; and
- ▶ Reflect the expectations found in the Vendor Code of Conduct.

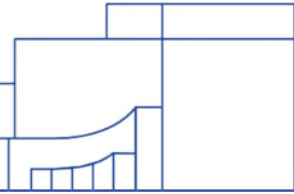
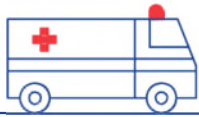
⇒ Vendor activities contrary to the expectations outlined herein shall be considered conduct inconsistent with the requirements of the Program and Charter and, as such, a violation of the Vendor Code of Conduct.

III. Our Commitment

We are Committed to Upholding the Laws and Policies that Govern our Work. Vendors Shall Support this Commitment While Delivering Goods and/or Services to Nuvance.

A. Preventing Fraud, Waste and Abuse and Protecting Whistleblowers

- ◆ ***Firm Opposition to Conduct that Constitutes or Facilitates Fraud, Waste and Abuse***



⇒ Nuvance seeks to prevent, detect, correct, and deter fraud, waste, and abuse. All allegations of Vendor fraud, waste and abuse are subject to potential investigation and, where appropriate, may result in corrective action up to and including, but not limited to: (i) termination of contract, affiliation, or other relationship between Vendor and Nuvance; and (ii) where warranted based on the attendant facts and circumstances, referral to appropriate government officials for possible civil, administrative or criminal action.

◆ ***Prohibition on the Submission of False Claims and Related Activities***

⇒ The Federal False Claims Act, New York False Claims Act, and Connecticut False Claims Act make it a crime to present a false claim to the government for payment. These laws, as well as other Federal and State laws, also protect “whistleblowers” - - people who report noncompliance, illegal activity or fraud, or who assist in government or internal investigations - - from retaliation. Nuvance’s *Whistleblower Protection Policy* prohibits retaliation against individuals exercising their rights under the Federal False Claims Act or similar State laws.

⇒ Pursuant to the *False Claims Recovery Employee Education Provisions* in the Federal Deficit Reduction Act of 2005 (“DRA”), Vendors are expected to review and comply with: (i) Nuvance Health’s internal policies covering the prevention and detection of fraud, waste, and abuse; (ii) the Federal and applicable State False Claims Acts; and (iii) the various other Federal and State fraud, waste, and abuse, and whistleblower protection laws that are outlined in the latest *Nuvance Health Deficit Reduction Act of 2005 Memorandum*, which can be found at: <http://www.nuvancehealth.org/compliance>.

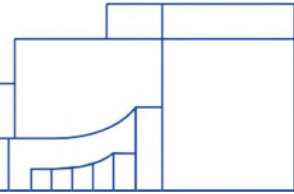
⇒ Vendors shall avoid any conduct, action or other activity that violates Federal and State False Claims Acts or other Applicable Laws enacted to prevent healthcare fraud and protect whistleblowers.

◆ ***Prohibition of Conduct that Violates the Civil Monetary Penalties Law or May Lead to the Imposition of Civil Monetary Penalties***

⇒ Nuvance is committed to not engaging in any business activity that violates the Federal Civil Monetary Penalties Law. Accordingly, Nuvance strictly prohibits any Vendor conduct, action or other activity that violates the Federal Civil Monetary Penalties Law and its implementing regulations thereof, or may lead to the imposition of civil monetary penalties under such law and regulations.

B. Compliance with the Foreign Corrupt Practices Act (“FCPA”) and Export Controls and Sanction Laws

Compliance with FCPA



⇒ Vendors shall comply with all requirements of the Foreign Corrupt Practices Act. Vendors shall inform Nuvance if the Vendor or any of its workforce members or contracted third-parties appear on the U.S. Department of Justice Criminal Division’s Related Enforcement Actions List.

Compliance with Export Controls and Sanctions Laws

⇒ Vendors are required to comply with all applicable U.S. Government export controls and sanctions laws and implementing regulations.

C. Performance Improvement Activities

⇒ Vendors are expected to participate in Nuvance’s performance improvement activities, as may be required under contract, Applicable Law or Federal healthcare program requirements, related and relevant to the goods and services provided by the Vendor. For example, patient care services, as well as other services, provided under contract are subject to hospital-wide quality assessment and performance improvement evaluation.

D. Cooperation with Investigatory Efforts

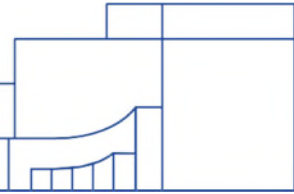
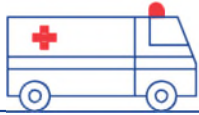
⇒ Vendors shall cooperate with any internal investigation, audit, or monitoring activity related to Vendor’s obligations under its agreement with Nuvance, including, but not limited to, any investigation into a potential violation of the Vendor Code of Conduct, Applicable Law or Federal healthcare program requirements.

E. Provision of Contracted Services

⇒ Vendors are responsible for providing contracted services in a safe and effective manner and in full adherence with Applicable Law and, to the extent applicable, Federal healthcare program requirements.

V. Privacy and Security

Vendors are expected to treat confidential information obtained through their provision of goods and/or services to Nuvance with the utmost care and in accordance with best information governance practices. This includes, without limitation, confidential patient information, workforce member information, and business information.



A. Protecting Confidential Information

◆ Patient Information

⇒ Patient medical, personal, financial, and social information (collectively “patient information”), in any form or medium, is confidential as a matter of law and shall be treated with a heightened level of care. Patient information is protected under various provisions of Applicable Law, notably, for example, the Privacy, Security, and Breach Notification Rules under the implementing regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as well as other Federal laws and the numerous State laws that protect the confidentiality, integrity, and availability of such information. It is essential, therefore, that Vendors adhere to all Applicable Laws and Federal healthcare program requirements regarding the confidential and privileged status of patient information.

◆ Workforce Member Information

⇒ Vendor shall protect confidential workforce member information obtained in the course of providing contracted goods or services to Nuvance and shall not use or disclose such information in any manner that violates Applicable Law or its contractual obligations with Nuvance.

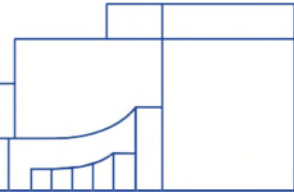
◆ Business Information

⇒ Nuvance confidential business information including, but not limited to, proprietary and commercial information, trade secrets, intellectual property, quality assurance information, or any business information covered under a privilege or confidentiality restriction recognized under Applicable Law or the underlying contract between Vendor and Nuvance, shall not be used or disclosed by Vendor in any manner except as permitted under Applicable Law and Vendor’s contractual obligations with Nuvance.

B. Reporting Privacy and Security Incidents and Maintaining Appropriate Information Governance Best Practices

◆ Adherence to Federal and State Breach Notification Laws

⇒ Vendors are required to: (i) **promptly** report any privacy or security incident involving confidential information, including any inappropriate use, access, or disclosure of



confidential information (as defined above), whether inadvertent or intentional, or any event that may potentially affect the availability or integrity of confidential information, to the Nuvance Corporate Compliance Office; and (ii) follow Applicable Law governing breach notification requirements at the Federal and State levels and otherwise follow the requirements of their underlying agreement with Nuvance.

◆ ***Establishing Appropriate Information Governance Measures***

⇒ Vendors are required to adhere to Applicable Law and contractual requirements governing the implementation of physical, technical, and administrative safeguards and other cybersecurity measures designed to protect the confidentiality, availability, and the integrity of Nuvance patient, workforce member, and business information.

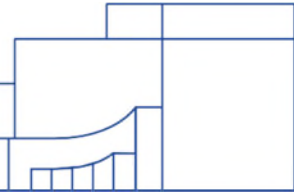
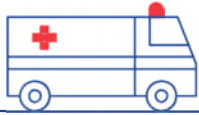
V. Keeping Accurate and Complete Records

⇒ Nuvance requires Vendors to retain, maintain, and keep all records, in its possession, custody, and control, generated in the normal course of business pursuant to its contractual or other business obligations with Nuvance, in accurate form and in accordance with Applicable Law, and contractual requirements but in no event shall such records be retained for a period of less than six (6) years. Such records shall be subject to production and audit upon the request of Nuvance.

VI. Giving or Receiving Gifts

⇒ Nuvance discourages Vendors from providing gifts, meals, entertainment or other business courtesies to Nuvance workforce members or associates. The following items are never acceptable:

- ▶ Gifts, meals or entertainment that violate Applicable Law or Nuvance policy;
- ▶ Cash or cash-equivalents, such as checks, gift certificates/cards, stocks or coupons, or any other form of gratuity in cash or in kind;
- ▶ Gifts or entertainment that reasonably could be perceived as a bribe, payoff, deal or any other attempt to gain advantage; and
- ▶ Gifts or entertainment given to Nuvance Personnel involved in



Nuvance purchasing and contracting decisions.

VII. Objective Decision Making/Conflicts of Interest

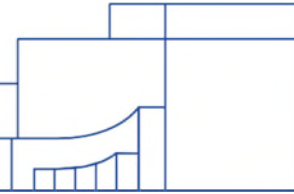
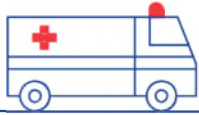
⇒ Conflicts of interest between a Vendor and Nuvance workforce member or other associate, or the appearance thereof shall be avoided. When an actual, potential, or perceived conflict of interest occurs, that conflict must be disclosed, in writing, by the Vendor to a person of authority at Nuvance other than the person who has the relationship with the Vendor.

VIII. Ineligible Vendors

⇒ Nuvance will not do business with any Vendor if it is deemed an "Ineligible Person or Entity". For purposes of the Vendor Code of Conduct, a Vendor is deemed an "Ineligible Person or Entity" if it, or any of its workforce members or contracted third-parties who, or that, have been designated, delegated, or assigned to carryout the Vendor's contractual obligations with Nuvance, is or becomes:

- ◆ Excluded by, debarred from, or ineligible to participate in any Federal healthcare program, or is convicted of a criminal offense in relation to the provision of health care;
- ◆ Sanctioned by the U.S. Department of Treasury Office of Foreign Assets and Controls ("OFAC") and appears on the OFAC Specially Designated Nationals and Blocked Persons List ("SDN") or the Consolidated Sanctions list (Non-SDN); or
- ◆ Sanctioned by the U.S. Department of Justice Criminal Division and appears on the Related Enforcement Actions List for Foreign Corrupt Practices Act violations.

⇒ Nuvance expects each Vendor to assume full responsibility for taking all necessary steps to ensure that its workforce members and contracted third-parties involved in providing goods and services to Nuvance, directly or indirectly, have not been or are not currently an Ineligible Person or Entity. To fulfill this commitment to Nuvance, Vendors are expected to perform, on at least a monthly basis, screening of such workforce members and contracted third parties against the following exclusion and sanction lists:



General Services Administration ("GSA") System for Award Management ("SAM");

U.S. Department of Health and Human Services Office of Inspector General List of Excluded Individuals and Entities ("LEIE");

Office of the Medicaid Inspector General ("OMIG") List of Restricted and Excluded Providers;

State of Connecticut Department of Social Services Quality Assurance;

U.S. Department of Treasury Office of Foreign Assets and Controls ("OFAC") Specially Designated Nationals and Blocked Persons Lists; and

U.S. Department of Justice Criminal Division Related Enforcement Actions List.

IX. Non-Discrimination

⇒ Nuvance prohibits discrimination on the basis of actual or perceived race (including ethnic traits historically associated with race, natural hairstyles, hair texture and protective hair styles), color, religious creed, sex (including pregnancy, lactation, child-bearing capacity, sterilization, fertility, or related medical conditions), sexual orientation, gender identity or expression (including transgender status), age, marital status, familial status, domestic violence victim status, national origin, ancestry, present or past history of mental, intellectual, learning, or physical disability (including blindness and perceived physical disability), genetic information (including testing and characteristics), veteran status, military status, uniformed service member status, criminal history (including prior arrest or certain conviction records), the engagement of any unlawful discriminatory practices in relation to credit, or any other status protected by federal, state or local law. Vendor shall, in the course of providing goods or services to Nuvance or otherwise fulfilling their contractual obligations to Nuvance, adhere to Applicable Law related to prohibited discriminatory practices.

X. Visitation Policy

⇒ When visiting Nuvance facilities, Vendors must comply with the applicable visitation policies. Vendor representatives are required to schedule appointments and must register prior to visiting any Nuvance medical facility. Visitor badges provided by the facility must be worn at all times.



XI. Publicity

⇒ Vendors are not permitted to distribute advertising, press releases, or any other general public announcement regarding its products or services in Nuvance facilities unless Vendors have obtained prior written authorization from an authorized Nuvance management associate. A Vendor is not permitted to use the names, trade names, service marks, trade dress or logos of Nuvance in any advertising, publicity, on the internet or otherwise without first obtaining Nuvance’s consent or as otherwise stated or required in the underlying contract.

XII. Prohibited Activities

⇒ Vendors shall not engage in, encourage, sanction, or in any way support any action, act, activity, or conduct (collectively hereinafter “activity”) that constitutes a “Prohibited Activity”. For purposes here, a Prohibited Activity shall mean any activity that may result in a violation of Applicable Law, Federal healthcare program requirements, the Program, the Charter, or the Vendor Code of Conduct. Examples of prohibited activities include, without limitation, the following:

General Categories of Prohibited Activities	Examples of Prohibited Conduct
<p>➤ <i>Violations Concerning Fraud, Waste, and Abuse, Conflicts of Interest and Standards of Conduct Requirements/ Prohibitions</i></p>	<p>* Improper coding, billing, or accounting; * improper patient referrals; * theft or misappropriation of Nuvance assets or government funds; * acceptance or offering of inappropriate gifts or gratuities; * inappropriate business arrangements; employing or contracting with an excluded person or entity; * actual or suspected violations of Federal or State law or Nuvance’s internal policies and procedures including, without limitation, Nuvance’s standards of conduct; * failure to comply with Federal healthcare program conditions of participation or private payor requirements; * failure to report and return overpayments and implement corrective measures to reduce the likelihood of future overpayments; and * actual or potential conflicts of interest.</p>

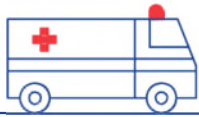


General Categories of Prohibited Activities	Examples of Prohibited Conduct
<p>➤ <i>Violations Concerning Privacy and Security of Patient, Employee, and other Confidential Information</i></p>	<p>* Inappropriate access, use, disclosure or disposition of confidential patient, workforce member or business information; and * violations of Nuvance HIPAA, information technology or record management policies and procedures.</p>
<p>➤ <i>Violations Concerning Medical Necessity, Quality of Care, and Patient Rights Requirements/Prohibitions</i></p>	<p>* Patient harassment, discrimination, abuse, or other patient rights violations; * preventable adverse patient events; * failure to maintain sufficient medical record documentation to support services provided; * human subjects research misconduct; * providing substandard, unsafe, and medically unnecessary patient care; and * providing medical services to patients without being duly credentialed and privileged.</p>
<p>➤ <i>Violations Concerning Environmental and Workplace Safety and the Protection of Human Resources Requirements/Prohibitions</i></p>	<p>* Workforce member harassment including, without limitation, sexual harassment; * workplace incivility or conduct that amounts to a hostile work environment; * environmental hazards and other safety concerns; * conduct that endangers the safety of the Nuvance workforce, including the unauthorized possession of firearms or other weapons on Nuvance property and the unauthorized and/or unlawful possession, use, distribution, or sale of alcohol or drugs on Nuvance’s premises; * the improper handling and/or disposal of medical waste, sharps, pharmaceuticals or radioactive or other toxic substances; and * workforce member discrimination.</p>

XIII. Reporting

⇒ All Vendors are required to assist Nuvance in its compliance efforts by promptly reporting violations of Applicable Law, Federal healthcare program requirements, the Program, or the Charter as it relates to the Vendor’s relationship with Nuvance. The Corporate Compliance Office maintains confidential and anonymous methods to report compliance issues, concerns, complaints, and violations.

⇒ Vendors may confidentially report compliance issues, concerns and Program violations in person, by U.S. mail, telephone, fax, email, or web submission as follows:



- ▶ **Address:**
Nuvance Health Corporate Compliance Office
100 Reserve Road
Danbury, CT 06801

- ▶ **General E-mail Address:**
Compliance@nuvancehealth.org

- ▶ **General Office Line:**
203-739-7110

- ▶ **General Facsimile Line:**
203-739-8576 or 845-475-9761

⇒ Vendors may report compliance issues, concerns, and Program violations anonymously and confidentially by:

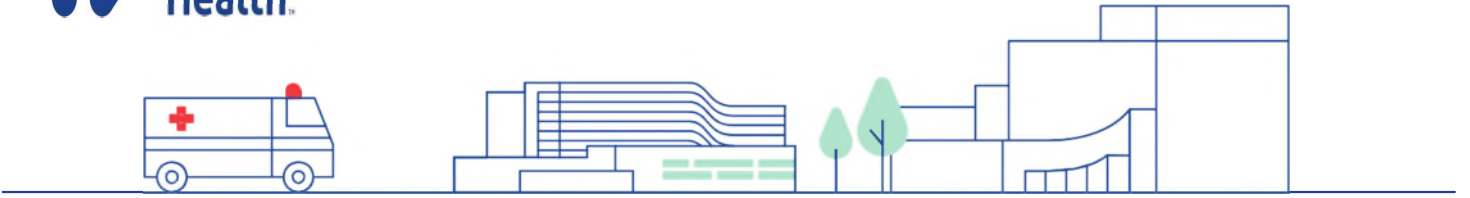
- ▶ Calling the 24-hour Nuvance Health confidential and anonymous Compliance Helpline at:
 - **1-844.Yes.WeComply**

- ▶ Through web submission online at nuvancehealth.ethicspoint.com

Ask Questions. Voice Your Concerns. Report Improper Conduct.SM

- ⇒ Vendors may seek additional information about the Vendor Code of Conduct or the Program by:
- ▶ Contacting the Nuvance Corporate Compliance Office as described in § XIII, supra, or;

 - ▶ Accessing Nuvance’s external webpage at:
www.nuvancehealth.org/compliance



Nuvance Health Vendor Code of Conduct Acknowledgement Form

The undersigned, on behalf of themselves or the entity they are representing, acknowledge that:

- I have received the Nuvance Health Vendor Code of Conduct and understand that it is my responsibility to read and comply with the legal and ethical practices contained in the Vendor Code of Conduct.

- I am expected to, within the scope of, and related to, the provision of contracted services being provided to Nuvance, participate in the Program by, as applicable: (i) complying with the requirements of the Program and the Charter; (ii) cooperating fully in the implementation of the Program and the Charter as reasonably requested; (iii) fulfilling contractual obligations with Nuvance in a manner that supports the integrity of Nuvance’s operations; and (iv) participating in the Nuvance Health Compliance and Ethics Training Program on compliance training matters relevant to the contracted services provided to Nuvance.

- I have a responsibility to, within the scope of, and related to, the provision of contracted services being provided by Vendor to Nuvance, report to the Nuvance Health Corporate Compliance Office, as set forth above in § XIII, potential compliance issues and the occurrence of prohibited activities that I reasonably become aware of including, but not limited to, unethical or illegal conduct.

- I am aware that failure to abide by the Nuvance Vendor Code of Conduct and Nuvance’s policies and procedures may jeopardize a continuing business relationship with Nuvance.

Please Print:

Vendor Company Name: _____

Vendor Representative Name: _____

Signature: _____ Date: _____

Title or Position: _____