



STANDARD TERMS & CONDITIONS

1. DESIGNATION OF SUPPLIER

LVHN subsidiary hospitals: Lehigh Valley Hospital located at Route I-78 and Cedar Crest Boulevard, and 17th & Chew Sts., Allentown, Pennsylvania and Lehigh Valley Hospital Muhlenberg, 2545 Schoenersville Road, Bethlehem, PA; shall purchase from Vendor for their own use Vendor (insert vendors product line/service) as referenced in Attachment (insert letter).

2. PERFORMANCE EVALUATION (applicable for those agreements that require quarterly reviews)

Vendor agrees to develop, maintain, and produce information as well as analysis reports mutually acceptable to LVHN and Vendor that measure and evaluate performance under this Agreement. Representatives of LVHN and Vendor will meet periodically to evaluate and analyze performance under this Agreement. This evaluation will include, but not be limited to, an analysis of service, quality, and the ability to meet defined continuous improvement objectives, customer needs, and overall agreement implementation. In this process LVHN and Vendor will determine methods by which the performance should be evaluated and improved. Based upon that analysis the parties will review and pursue methods to improve performance, and enhance continuous improvement.

3. CONTINUOUS IMPROVEMENT

Vendor in conjunction with LVHN agrees to develop and implement a program for continuous improvement, which will address and include cost reduction and quality improvement programs.

4. QUARTERLY REVIEWS

Vendor and LVHN shall each identify individual(s) to be responsible for administration of this Agreement. Such individuals are listed on Exhibit II, attached hereto. Vendor shall provide reports on at least a quarterly basis in a format mutually agreed upon by the parties, concerning the following:

A. Set Goal for Future Opportunities for Both Parties

- Financial Impact and Savings Achieved & Measured according to Purchase Matrix (Exhibit III)
- Quality Assessment
- Progress on Continuous Improvement Objectives

B. Assures Compliance with Agreement Provisions

Joint Review Committee shall be formed consisting of at least two persons from LVHN and two persons from Vendor. This Committee shall hold regular semi-annual consultations regarding the performance of the services.

The Financial Impact and Savings Achieved Report listed above shall include the following: volume purchases for the period, list price, negotiated price, discount rate and actual savings achieved. This report shall be submitted electronically in spreadsheet format as set forth on Exhibit (insert).

Vendor agrees that LVHN may have access upon request to source data relating solely to LVHN's purchases under this Agreement and required solely to assess the accuracy and comprehensive of any reports described in this section.

5. GENERAL RELATIONSHIP

It is agreed that in all matters relating to this Agreement, Vendor shall perform as an independent contractor. Vendor shall have full responsibilities for providing [\(Insert product line and/or services\) as described in this Agreement](#) and shall notify and discuss all future expansions or elimination of such (insert products or services) with LVHN.

6. RESPONSIBLE PARTIES

Vendor Representative(s) shall adhere to LVHN's Policies and Procedures as referenced on LVHN's website <http://mm.lvh.org> and LVHN's Vendor Credentialing Program per website <https://www.lvhn.vendormate.com>.

7. SHIPPING

A. Goods purchased by "LVHN" to be delivered by a commercial carrier are to be shipped FOB Destination, Bill Third Party under the "LVHN" Freight Management Program.

1. As used in the program, "FOB Destination, Bill Third Party" means:

- Title to the goods does not pass to "LVHN" until the goods are delivered and signed for at destination; and
- "LVHN" will be responsible for paying the applicable freight charges of the commercial carrier.

2. Under the terms of "LVHN" Freight Management Program, the Seller must use the commercial carrier designated by "LVHN" and is responsible for the condition of the goods in transit, insurance, and filing claims with the commercial carrier. The Seller is also responsible for placing the assigned purchase order number into an appropriate field on the carrier's manifest that will pass the assigned purchase order number back to "LVHN" on the carrier invoice. The program applies to goods shipped on a "prepay-and-add" basis that are delivered to "LVHN" and originate at the facilities of the Seller ("direct shipments") or the facilities of a distributor or manufacturer used by the Seller ("drop shipments"). Transit-related fees (such as handling fees) are not permitted and will not be paid unless "LVHN", by prior written authorization, has agreed to such fees.

B. Appropriate Freight: The "LVHN" Freight Management Program applies only to goods sold and shipped on a prepay-and-add basis. The program does not apply to goods where

the cost of transportation is included in the negotiated price of the product, or the product is sold on a delivered-basis. A mixed shipment (consisting of prepay-and-add goods, as well as freight-included goods) is not permitted. If Seller has both classifications of goods, the prepay-and-add goods must be shipped separately under the terms and conditions of the program.

- C. Compliance with “LVHN” Freight Management Program: Vendor will offer its full and timely cooperation in assisting “LVHN”, or its designate, to make this program operate successfully. All appropriate freight is included in the program. Seller shall be responsible for and will reimburse “LVHN” for the total freight charges for any shipments that qualify for, but, as a result of Seller error or omission, are not handled under the program. In addition, Seller shall, upon written demand, immediately reimburse all freight charges incurred by “LVHN” for freight-included goods shipped under the program.

8. TITLE

Goods shipped by Vendor under this Agreement shall remain the property of Vendor until used by LVHN and Vendor shall bear all risk of loss or damage to the goods caused by any casualty whatsoever, including fire, flood, windstorm or damage or loss from theft or negligence committed by any other person.

9. WARRANTY

Vendor represents and warrants to Customer as follows: (a) the Products comply with the descriptions and representations made or provided by Vendor to Customer; (b) that the Products provided hereunder shall be free from defect in material and workmanship under normal use and operation; (c) that the Products conform to samples, drawings, performance capabilities, characteristics, specifications, functions, and other descriptions and standards made or provided by Vendor to Customer; (d) that the Products do not contain or constitute any adulterated, misbranded, unapproved, or unregistered medical device or drug within the meaning of the United States Food, Drug, and Cosmetic Act (21 U.S.C. 301, *et seq*), or any regulations promulgated there under (as such statute and regulations may be amended from time to time); (e) that the Products are not restricted or prohibited from being introduced, delivered, or shipped in commerce within the United States; (f) the Products provided hereunder are the sole and exclusive property of Vendor and are not subject to any lien, claim, infringement, or encumbrance; (g) that the Products shall be provided in a timely and competent manner by qualified professionals; (h) that the Products shall be covered by Vendor’s product warranty information; (i) that throughout the term of this Agreement, the Products shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; and (j) Vendor has the full right and authority to grant to Customer the right to use the Products under the terms of this Agreement.

10. RETURN GOODS

- A. Where LVHN returns items it has ordered but which conform to requirements of this Agreement, Vendor agrees to accept returns of those items and credit to LVHN the full Purchase Price so long as the items (1) have not been used (2) are unopened, sterile and remain in the condition they were in when delivered, (3) are either items that are normally within Vendor inventory or ones that can be returned to Vendor for either full

or partial refund of Vendor purchase price, (4) are current catalogue items and (5) have a remaining shelf life of 12 months or more (6) are not unique or expressly custom to LVHN operation.

- B. Notwithstanding anything in Sub-article 7A above to the contrary, should LVHN only be allowed a partial credit on the returned items, Vendor shall notify LVHN so that LVHN can confirm its desire to return the items on those credit terms. Where LVHN confirms it shall not be entitled to a full refund of its Purchase Price from Vendor, the amount of the credit shall be the amount of the credit Vendor is willing to give to LVHN less incidental expenses (e.g., freight, administrative costs).
- C. LVHN shall obtain RGR (Return Good Request) from Vendor Customer Service Department prior to return of any product(s). Vendor will pay for freight costs for those products shipped as Vendor error and/or identified by LVHN as damaged goods within 30 days from receipt of delivery.

11. DELIVERY TERMS OF SALE

Title of goods and risk of loss transfers to LVHN at point of destination.

12. RIGHT TO PURCHASE FROM OTHERS

It is expressly understood that LVHN reserves the right to purchase goods from sources other than Vendor for the following reasons:

- A. Where Vendor, in the good faith and opinion of LVHN, is unable to deliver product or complete orders when needed as provided herein; provided, however, that if Vendor is unable to deliver Products within a mutually agreed upon period, Vendor may provide a functionally equivalent substitute Product at no greater than the price for the Product being substituted.
- B. Where in the reasonable discretion of LVHN, quality, service, price and clinical concerns so dictate; provided, however, that LVHN shall give notice to Vendor and provide Vendor the opportunity to correct such concerns prior to purchasing from another source.

13. COMPETITIVE MARKET PRICING

LVHN Supply Chain Division on a periodic basis will obtain and analyze benchmark information from third party information providers and from various other sources as a normal practice of their contract administration process. This research may reveal adverse or less than competitive product pricing discrepancies between what LVHN is currently paying and the benchmark information obtained. In cases where, through this research where a substantial negative discrepancy is discovered, LVHN reserves the right to re-open contract negotiations with their vendors in order to obtain price parity.

14. PRICE INCREASES

LVHN Supply Chain Division as a practice will not accept price increases or imbedded cost escalators during the life of any negotiated agreement. It is expected that LVHN's vendors

have met their pricing expectations through normal completed negotiations with LVHN which would include enough margin to cover normal inflationary costs for the vendors business. Unforeseen economic events may dictate a request by a vendor for consideration of a price increase in which case the vendor must provide documentation and cost justification of the impact related to the cost of the product being offered to LVHN. Failure to comply will result in termination of this agreement.

15. GPO AGREEMENTS

LVHN is a member of a nationally recognized GPO who has access and provides LVHN with contractual pricing agreement on products, services and supplies. LVHN at their discretion may or may not accept and utilize these agreements to access favorable pricing and terms. LVHN expects and reserves the right to further negotiate with a vendor outside of or separate from the terms of the GPO agreement at any time where LVHN feels it is in their best interest to do so.

It is understood and agreed by [Vendor Name] ("Vendor") that Lehigh Valley Health Network ("LVHN") is a member of the East Coast Purchasing Coalition (the "Supply Network"). In the event the Supply Network enters into an agreement (a "Supply Network Agreement") for products or product categories included in this Agreement with any supplier, including but not limited to Supplier, and Member elects to participate in such Supply Network Agreement, Member may, at its sole option and notwithstanding anything to the contrary herein, terminate this Agreement upon 30 days written notice to Supplier without penalty of any kind.

16. PRICING

Vendor guarantees price protection during the term of the agreement to LVHN for the following Product/Supplies as referenced in the attached (Exhibit(s) “ ”).

Price increases during the contract term will not be honored. LVHN reserves the right to bench mark any Product/Supply contracts during the term of this agreement and reserves the right to re-negotiate. Vendor will be provided the right of first refusal.

17. FIRM PRICING

Firm pricing means that Vendor warrants to commit to product or service pricing for the term of the Agreement. In the event Vendor breaches this warranty a written notice will be generated describing such breach allowing the Vendor Thirty (30) days there from for cure of such breach and the prices of product or service involved shall be reduced accordingly retroactive to the date of such breach. The Agreement may then be terminated or continued at the discretion of LVHN Contract & Purchasing Department/Supply Chain Division. Any such termination of the Agreement shall not affect LVHN's obligation to pay amounts due to Vendor as set forth in pricing agreement or relieve the defaulting party of liability for damages.

18. SAFETY

- A. Vendor agrees to maintain all records, file all reports and otherwise comply with all laws and regulations, including but not limited to, the Occupational Safety and Health Act of 1970, as amended, and regulations issued pursuant thereto, as amended and Fair Labor Standards Act of 1938, Executive Order No. 11246 governing equal employment opportunity, and all executive orders applicable to supplies of U.S. government contractors as they may be applicable to LVHN.
- B. Vendor agrees to follow the LVHN Safety Policy as set forth in Attachment “____” Vendor as may be applicable to this Agreement.
- C. Vendor shall be advised, in accordance with the Occupational Safety and Health Administration (OSHA) Blood Borne Pathogen Standard, 29 CAR 1910.1030, that individuals accessing health care facilities are at increased risk for potential exposure to Blood Borne Pathogens. Vendor will assure LVHN that affected individuals are trained in accordance with OSHA’s Blood Borne Pathogen Standard to protect themselves from exposure accordingly.

19. INSURANCE

In the event that Vendor performs any services on LVHN’s premises, Vendor must carry insurance coverage in the minimum amounts as follows:

- (1) Comprehensive General Liability (including Products, completed operations and contractual Liability)
 - Bodily Injury \$1,000,000 per occurrence
 - Property Damage \$1,000,000 per occurrence
- (2) Comprehensive Automobile Liability
 - Bodily Injury \$1,000,000 per occurrence
 - Property Damage \$1,000,000 per occurrence
- (3) Worker’s Compensation Statutory Benefits
- (4) Employer’s Liability \$1,000,000

Upon LVHN’s request, Vendor must furnish to LVHN an insurance certificate indicating that the insurance is in effect and will not be canceled unless thirty (30) days prior written notice has been given to LVHN Supply Chain Division.

20. INDEMNITY

- A. Vendor shall indemnify and hold harmless LVHN, its agents and employees, from and against all third-party claims, damage, losses, and expenses, including attorney’s fees, arising out of or resulting from any and all goods provided and any and all services performed hereunder, provided that any such claim, damage, loss or expense is caused by negligence of Vendor, its employees or agents.
- B. LVHN shall indemnify and hold harmless Vendor, its agents and employees, from and against all third-party claims, damages, losses, and expenses, including attorney’s fees, to the extent caused by negligence of LVHN, its employees or agents.

- C. Vendor agrees to indemnify, hold harmless and defend LVHN from and against all loss, damage or injury to, or death of, a person, or damages to, or loss of, property of LVHN, its employees, visitors or patients, to the extent caused by the willful misconduct or negligence of Vendor, its agents, contractors and employees in the performance of work under this Agreement.
- D. Vendor acknowledges its responsibility to cooperate with LVHN in the investigation of its employees, contractors or agents who are suspected of committing criminal misconduct on LVHN premises. Reasonable cooperation shall include, but not be limited to, the sharing of personnel information.

21. COMPLIANCE WITH LEGAL STANDARDS

Vendor represents that all goods provided and all services performed hereunder will be in compliance with all requirements for the Fair Labor Standards Act of 1938, as amended. Also, in respect of all performance due hereunder, Vendor represents that it is and will be in compliance in all material respects with all applicable provisions of Federal, State and local laws and the rules, regulations, and standards promulgated there under, including without limitation the following, as amended from time to time: (a) Occupational Safety and Health Act of 1970, (b) Executive Order 11246, and the rules and regulations promulgated there under (the equal opportunity clause contained in Article 202 of the Order is specifically incorporated herein by reference, (c) Rehabilitation Act of 1973 (incorporated herein by reference), including the “affirmative action” clause set forth therein, (d) Toxic Substances Control Act of 1976 and (e) 33 U.S.C. 1231 relating to oil spills liability.

22. PAYMENT TERMS

Products purchased by LVHN under this Agreement will be invoiced and due as follows:
Net 60 days from receipt of invoice.

Remit to: Lehigh Valley Health Network
Accounts Payable Dept.
2100 Mack Blvd
P.O. Box 1110
Allentown, PA 18105-1110

Or

E-Pay – Net 30 days from receipt of invoice

LVHN shall not pay Vendor interest charges or attorneys fees for collection if non-payment is as a result of a good faith dispute. If Vendor does not protest invoice payment accuracy with 90 (ninety) days, the payment is conclusively agreed to be correct.

LVHN to remit payment to the following location:

INSERT VENDOR NAME
INSERT VENDOR ADDRESS
INSERT VENDOR CONTACT

23. TERMS OF AGREEMENT

Negotiated length of the agreement.

24. TERMINATION

Either party may effect an early termination of this Agreement without cause or penalty at any time by giving the other party 30 days prior written notice.

25. FORCE MAJEURE

The obligations of each party under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, change in business conditions (other than insignificant changes), manufacturer out-of-stock or delivery disruptions, acts of God, seasonal supply disruptions, or other causes beyond the reasonable control of Vendor. During the period of such delay or failure by Vendor, LVHN may purchase their Primary Requirements from others, but will recommence purchasing from Vendor upon cessation of such delay or failure.

26. NON-WAIVER

The failure of either party to insist in any of one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights shall not be construed as a waiver of any such provision or the relinquishment of any such right.

27. NOTICES

Except as stated otherwise in this Agreement, all notices, request, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or within three (3) days after being sent by registered, express, or certified mail, addressed, as the case may be:

IF TO LVHN: *LEHIGH VALLEY HEALTH NETWORK
Supply Chain Division
2100 Mack Blvd.
P.O. Box 4000
Allentown, PA 18105-4000*

IF TO Vendor: *Vendors name & address*

Either party may change its address for purposes of receiving notice under this Agreement by giving written notice to the other party of such change.

28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

29. CONFIDENTIAL INFORMATION

Each of the parties hereto, on behalf of itself, its employees and agents, agrees that any proprietary, custom and specific ideas, concepts, information or processes acquired from the other arising from the performance of this Agreement are the property of the disclosing party and shall be kept in confidence by the receiving party and shall neither be disclosed nor used except as is necessary for the proper performance of this Agreement, or independently developed by it, unless the information is or becomes legally available to the general public, or unless the information is required to be disclosed by the government or pursuant to legal action. The parties may disclose information to third parties to the extent required for proper performance of this Agreement, but only under the same obligations relating to use and disclosure undertaken herein.

30. AGREEMENTS CONCERNING EMPLOYEES OF A PARTY

- A. Vendor agrees that at no time during the term of this Agreement, or for a period of one (1) year immediately following termination of this Agreement, will it call upon or solicit any hospital manager or department head for the purpose of employing, hiring, or otherwise interfering with contractual relationships of such employees with LVHN, without the prior written approval of LVHN.
- B. LVHN agrees that at no time during the term of this Agreement, or for a period of one (1) year immediately following the termination of this Agreement, will it call upon or solicit any of the management personnel of the Vendor for the purpose of employing, hiring, or otherwise interfering with the contractual relationship of such employee with Vendor, nor will it directly or indirectly, for itself or on behalf of, or in conjunction with any other person, firm, partnership, corporation, or association, solicit, hire, employ or take away such management employee of Vendor during the term of this Agreement or for one (1) year immediately following the termination of this Agreement. For purpose of this paragraph, "Management Personnel" shall include but not be limited to the following position titles of Vendor: Director, Assistant Director, Supervisors, Regional Coordinator, Regional Manager, Vice President, and Regional Sales Director.
- C. Vendor agrees that at no time during the term of this Agreement, or for a period of one (1) year immediately following utilize any member of the Medical Staff of LVHN's Hospital as a consultant, reviewer or lecturer for any of its products. Notwithstanding the foregoing, nothing in this section shall preclude Vendor from engaging a member of the LVHN Hospitals' Medical Staff from acting as a Principal investigator or sub investigator in research reviewed and approved by the LVHN Institutional Review Board.

31. SOLICITATION OF ADDITIONAL SERVICES OR BUSINESS

During the contract period with LVHN, Vendor agrees not to solicit organizations as potential clients for Vendor who were directly introduced to Vendor by LVHN in confidence without the express written consent of LVHN.

32. RESPONSIBILITIES OF DAMAGES OR INCIDENTS

Vendor and the services managed by Vendor to LVHN as designated in this Agreement, guarantees and agrees to perform to the responsibilities and duties at LVHN with appropriated due care. If damages or incidents caused by Vendor occur on the premises of

LVHN facilities, Vendor shall report damages or incidents immediately to LVHN Contract and Product Manager and LVHN Legal Services. All parties involved will negotiate in good faith with LVHN to compensate for those damages or incidents.

33. BREACH OF CONTRACT

In the event Vendor or LVHN shall fail by omission or commission in any substantial manner to fulfill its duties and responsibilities pursuant to this Agreement, the Agreement may then be terminated at the discretion of the other party by notice in writing describing such breach and allowing thirty (30) days there from for cure of such breach. Vendor and LVHN may mutually agree that additional time may be permitted to cure such breach. Any such termination of the Agreement shall not affect LVHN's obligation to pay amounts due to Vendor as set forth in this Agreement or relieve the defaulting party of liability for damages. The waiver of a breach shall not operate as, or be construed to be, a waiver of any subsequent breach.

34. NON ASSIGNABILITY

Neither party shall assign nor transfer this Agreement, in whole or in part, or any interest arising under this Agreement or subcontract any work hereunder without the prior written consent of the other party. Subject to the provisions of this Article, this Agreement shall be binding upon the successors and assigns of the parties.

35. CAPTIONS

Captions are for convenience only and in no way defined or limit in any way affect the terms and conditions of this Agreement.

36. SEVERABILITY

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provisions of this Agreement either void or unenforceable, all other provisions shall remain in full force and effect and the parties shall agree to modify such provisions so as to effect the spirit and purposes of this Agreement.

37. ENTIRETY

This Agreement together with all attachments specifically referenced and attached hereto embody the entire understanding between the parties and there are no agreements, understandings, conditions, warranties or representations, written or oral, express or implied, with reference to the subject matter hereof which are not merged herein. Except as otherwise specifically stated, no modification hereto shall be of any force or effect unless (1) reduced to writing and signed by both Parties hereto, and (2) expressly referred to as being modifications of this Agreement.

38. RIGHT TO AUDIT

A. During the twelve month period following each invoice or statement issued under this Agreement, records providing Vendor prices relating to that invoice or statement are

available for audit, by a representative of LVHN, upon reasonable request during normal business hours.

- B. All records provided to LVHN shall be the exclusive property of Vendor As such; LVHN agrees to maintain the confidentiality of these records.
- C. In the event that, upon conducting an examination and audit, as provided in the Contract, LVHN determines that unpaid amounts are due to LVHN from Vendor, Vendor shall be obligated, and hereby agrees, to pay to LVHN any audit finding amount. The audit finding amount shall be payable immediately upon demand (by notice, bill or otherwise) made at any time thereafter.

39. NEW PRODUCT INTRODUCTIONS

Vendor shall commit to maintaining its products and technology consistent with industry standards. Should upgrades for new products and/or new technology relating to Vendor (Insert product line and/or service) become available on the market, Vendor shall promptly share market product information with LVHN prior to implementing these new products and/or technology at LVHN. Vendor shall adhere to and follow LVHN's Value Analysis Process prior to introducing new products at LVHN.

40. HIPAA

By virtue of this Agreement, Vendor may have access to individually identifiable health information ("PHI") maintained by LVHN that is protected as confidential under the Privacy Standards of the Health Insurance Portability and Accountability Act of 1996. Vendor agrees, unless required by law, not to make LVHN PHI available in any form to any third party or to use LVHN PHI for any purpose other than implementation of this Agreement. Vendor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or as required by law. Vendor shall report to LVHN any use or disclosure of PHI not permitted by this Agreement immediately upon becoming aware of such use or disclosure. Company shall ensure that any agents, including any sub Companies, to whom it provided PHI received from or created by Vendor on behalf of LVHN, agree to the same restrictions and conditions that apply to Vendor with respect to such information.

Vendor agrees to indemnify and hold harmless LVHN from any and all liability or claims for damages or injury caused or resulting from negligent acts or omissions in connection with Vendor use or disclosure of PHI. Vendor shall further indemnify and hold LVHN harmless against all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any action or proceeding brought against Vendor by reason of any such claims. Vendor, upon notice from LVHN, shall resist and defend at Vendor expense, such action or proceeding.

41. OIG & GSA COMPLIANCE

LVHN is committed to conducting its business affairs in a fair and ethical manner. Vendors are expected to conduct themselves in accordance with fair, ethical and legal trade practices when doing business with LVHN. LVHN prohibits vendors from offering its employees any incentives, gifts, or gratuities in exchange for conducting business. These expectations are consistent with our beliefs and values and are further supported in our Corporate Compliance Program.

LVHN seeks to comply with all Federal and state laws and regulations including the requirement not to contract with sanctioned individuals or companies. Vendor represents and warrants to LVHN that its officers, directors and employees are not currently excluded, debarred, or otherwise ineligible to participate in Federally funded programs, have not been convicted of a criminal offense related to the provision of health care items or services, and are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Federally funded programs. This shall be an ongoing representation and warranty during the term of this Agreement and Vendor shall immediately notify LVHN of any change in the status of the representation and warranty set forth in this section. Any breach in this section shall give LVHN the right to terminate this Agreement immediately.

42. CRIMINAL BACKGROUND CHECKS – LVHN HUMAN RESOURCES POLICY # 1002.90

Attachment “ _ ”.

43. DEPARTMENT OF HEALTH AND HUMAN SERVICE CLAUSE

Vendor, for a period of four (4) years from the date of the subject services, shall make available upon written request of the Secretary of Health and Human Services of the U.S. Comptroller General or any of their fully authorized representatives, this Agreement, books, or documents and records of Vendor that are necessary to verify the nature and extended costs incurred by Hospital under this Agreement.

If Vendor furnishes the subject services with a value of equal to or in excess of Ten Thousand (\$10,000) Dollars over a twelve (12) month period through a subcontract with a third party, said subcontract must expressly provide that said third party, for a period of four (4) years from the date of the subject services, shall make available, upon written request of the Secretary of Health and Human Services, the U.S. Comptroller General or any of their authorized representatives, the subcontract, books, documents and records of said third party that are necessary to verify the nature and extend of costs incurred by Hospital.

44. NONDISCRIMINATION

Vendor must agree that, in the performance of the contract, goods and services will be provided without discrimination toward LVHN or any employee or other person regardless of their race, color, sex, age, religion, national origin, sexual orientation, marital status, disability, or any other manner prohibited by law.

45. COMPLIANCE WITH APPLICABLE LAW

Vendor agrees to comply with all regulations established by the Joint Commission and Regulatory agency to which the LVHN may be subject, to the extent is required to.

46. TERMINATION IN THE EVENT OF BANKRUPTCY/INSOLVENCY

Either party may terminate this Agreement upon written notice if the other party: (1) institutes a proceeding under the federal bankruptcy laws or any other federal or state

reorganization, liquidation, insolvency or moratorium laws, including any assignment for the benefit of creditors; (2) is the subject of an involuntary petition under any law relating to bankruptcy, insolvency, liquidation, rehabilitation or reorganization, which is not stayed or dismissed after sixty (60) days; or (3) is or becomes subject to the jurisdiction of a court-appointed receiver or trustee for it or for any substantial part of its property.

47. WAIVER OF CONSEQUENTIAL DAMAGES

Vendor on one hand and the LVHN on the other hand waive claims against each other for consequential damages arising out of or relating to any Services Vendor is providing hereunder. This mutual waiver includes (a) damage incurred by LVHN for rental expenses, for loss of use, income, profit, financing, business and reputation, and for loss of productivity or of services of persons or property; and (b) damages incurred by Vendor for expenses associated with personnel providing Services and for loss of profit associated with Services performed for LVHN. This mutual waiver shall not apply to any applicable amounts due or charges or credits required by the terms of this Agreement.

48. INDEPENDENT CONTRACTOR

Vendor agrees that in all aspects its relationship to LVHN will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of LVHN or incur any obligation on the part of LVHN without written authority of LVHN.

49. BUSINESS ASSOCIATE AGREEMENT

Attachment “_____”

50. PROPRIETARY INFORMATION

- a. During the term of this Agreement, each party acknowledges that it may acquire, be exposed or obtain access to Proprietary Information from the other party (the “Disclosing Party”).
- b. All such Proprietary Information is confidential to the Disclosing Party and at all times will be its sole and exclusive property. In the event either party receives, obtains access or otherwise is exposed to any Proprietary Information, it will, and shall cause its officers, employees and agents to:
 - (i) hold the Proprietary Information in trust and in strictest confidence;
 - (ii) not produce, use, copy, distribute or otherwise disseminate the Proprietary Information except to the extent necessary to aid it in performing the Services; and
 - (iii) otherwise protect the Proprietary Information from disclosure.
- c. Disclosure of Proprietary Information will not be made to anyone except as necessary for performance of the services on a specific need to know basis to those who have agreed to hold the Proprietary Information in trust and strictest confidence in accordance with the terms of this Agreement. Each party will take reasonable precautions to prevent disclosure of Proprietary Information to anyone without a need to know such information.

- d. Upon request by the Disclosing Party, and in any event upon termination of this Agreement, the other party shall return all property belonging to the Disclosing Party that is in its custody, control or possession, including all materials containing Proprietary Information.

Lehigh Valley Health Network

Vendor Authorized Signature

Signature

Signature

Title

Title

Date: _____

Date: _____