



## **St. Jude Children's Research Hospital Terms and Conditions for Services Purchased**

These Terms and Conditions are incorporated into the St. Jude Children's Research Hospital, Inc. (SJCRH) Purchase Order and apply to the exclusion of any other agreements, whether oral or written, between SJCRH and Vendor. These Terms and Conditions may not be varied, superseded, modified, or waived except with the express written agreement of SJCRH. These Terms and Conditions along with the purchase order and transaction(s) which they govern are referred to variously as the "Terms and Conditions" or the "Agreement."

**PRECEDENCE.** These terms and Conditions apply to SJCRH'S purchase from Vendor of all goods or services in the Order to the exclusion of all other terms and conditions, including any terms or conditions which are implied by trade, custom, practice or course of dealing or which Vendor may purport to apply or which are endorsed upon any correspondence, invoice or documents issued by Vendor irrespective of their date of communication to St. Jude. By accepting SJCRH's purchase order or providing goods or services, Vendor is deemed to have accepted these Terms and Conditions to the exclusion of any other terms and conditions in, or referenced in, any other Vendor documents (including but not limited to quotations, acceptance notifications, bills of lading, and invoices). Such additional terms and conditions in Vendor documentation are hereby deemed material alterations to these Terms and Conditions and notice of objection to that material alteration is hereby given, notwithstanding anything to the contrary contained in Vendor documentation. Vendor's acceptance of SJCRH's purchase order or providing goods or services, shall constitute, and is expressly conditioned upon, Vendor's acceptance of these Terms and Conditions, including to the extent that these Terms and Conditions are additional or different terms. The terms of the purchase order expressly limit acceptance to the terms stated herein. Any additional or different terms proposed by Vendor are hereby rejected unless otherwise expressly agreed to in writing. To the extent that the purchase order is construed as an acceptance, but only if it is so construed, this acceptance is expressly conditioned upon assent to its terms, and SJCRH does not wish to proceed unless Vendor assent to these terms. Vendor may assent by commencing performance. Notwithstanding the foregoing, the terms and conditions in any separately negotiated and signed written contract entered into by the parties in respect of the goods or services identified in the Order will overrule these Terms and Conditions, but only to the extent that the separately negotiated and signed written contract conflict or contradict the terms and conditions herein.

**NO WAIVER.** SJCRH's failure to enforce its rights under these Terms and Conditions at any time, for any period of time, is not a waiver of those rights

**DATE OF PERFORMANCE.** In its acceptance of any quotation offer, SJCRH relies on the promised service performance date as material and basic to its acceptance. Because time is of the essence with respect to the services provided under these Terms and Conditions, if Vendor fails to perform as and when promised, SJCRH may cancel its order, or any part of it. Vendor will pay for any loss or expense sustained as a result of Vendor's failure to perform as promised.

**PAYMENT TERMS.** Subject to these Terms and Conditions, SJCRH shall pay to Vendor the purchase price reflected in the SJCRH Purchase Order according to the payment schedule, if any,

reflected in the Purchase Order. A price that results from Vendor's oral or written quotation is firm and not subject to change. Other prices may be changed only with the express written permission of SJCRH Materials Management Department. Vendor shall invoice SJCRH for payment in advance, and SJCRH shall make payment within forty-five (45) days following SJCRH's receipt of Vendor's complete, accurate, and undisputed invoice, or on its due date, whichever is later.

**GPO AFFILIATION.** If SJCRH is a member of a Group Purchasing Organization ("GPO") which has entered into GPO Agreement with Vendor for any or all of the goods provided hereunder, Vendor warrants that SJCRH may access and is receiving pricing at a tier for which SJCRH is eligible, or better. In the event there is a change in SJCRH's GPO at any time during the term of this Agreement, SJCRH may use another GPO Agreement to which SJCRH and Vendor are both parties or may enter into a local agreement for any or all of the products or services provided hereunder. SJCRH will have the right to terminate this Agreement without penalty upon sixty (60) days prior written notice at which time SJCRH and Vendor may enter into a new GPO or local agreement for any or all products or services provided hereunder.

**TAX EXEMPTION.** SJCRH is a nonprofit organization, exempt from federal and state income tax, federal transportation taxes, and certain state and local sales and use taxes. SJCRH is not required to pay such taxes and such taxes should not be charged. SJCRH will provide proper certification of its tax-exempt status on Vendor's request. If a third party asserts that SJCRH must be charged taxes pursuant to these Terms and Conditions, SJCRH will work directly with the third party to resolve the matter.

**TERMINATION.** If Vendor fails to perform as and when specifically promised, SJCRH reserves the right to cancel this Agreement or any part of it, without prejudice to its other rights, and Vendor agrees that SJCRH may charge Vendor for any loss or expense sustained as a result of such failure to perform as promised.

Either party may terminate this Agreement if the other party refuses or fails to perform or otherwise breaches any of its obligations under these Terms and Conditions and does not cure the breach or failure to perform within thirty (30) days after receiving written notice specifying the nature of the breach or failure to perform. St. Jude may terminate this Agreement without cause upon forty-five (45) days' written notice.

**WARRANTIES.** Vendor warrants that its work will: (1) be performed in accordance with the applicable industry standards for such work; (2) be with high degree of care and skill; and (3) include all work materials necessary to perform the services under these Terms and Conditions.

**MAINTENANCE OF EQUIPMENT.** Vendor represents and warrants that the equipment shall be maintained in good operating condition and repair (reasonable wear and tear excepted) and all necessary replacements of and repairs thereto shall be made so that the value and operating efficiency of the equipment shall be maintained and preserved. Further, Vendor agrees to adhere to the Equipment Maintenance and Repair Service and Security Addendum which can be found on [www.stjude.org/vend](http://www.stjude.org/vend).

**CONFIDENTIALITY.** Vendor shall hold confidential, whether or not so marked, any oral or written information, regardless of format, that Vendor obtains or uses in connection with performing this Agreement, including but not limited to designs, drawings, specifications, technical data, models, operations information, manufacturing processes or methods, trade secrets or other proprietary data delivered, disclosed, or made available to Vendor by SJCRH, and any patient information to which Vendor, its agents and employees may have access at any time. Vendor shall not without SJCRH written consent use, copy, or disclose this or any other SJCRH confidential information, except to its personnel with a need to know it in order to perform Vendor's obligations hereunder. Vendor shall inform any person to whom any such information is disclosed that Vendor and that person are obligated to strictly maintain the confidentiality of the information. Except upon permission as provided in the section titled "USE OF NAME," Vendor shall not disclose to a third

party, advertise, publish, or release any statement mentioning SJCRH, Vendor's relationship or agreement with SJCRH, any terms contained herein, the fact of discussions between Vendor and SJCRH, or the fact that Vendor has furnished or contracted to furnish SJCRH with goods or services, or otherwise use the name of SJCRH. Both parties acknowledge that the restrictions relating to confidential information contained in this Agreement are reasonable and necessary, that violation of these restrictions could cause damage to SJCRH, and that SJCRH will be entitled to injunctive relief against each violation.

SJCRH shall have the right to disclose pricing and other terms of these Terms and Conditions to SJCRH's attorneys, accountants, group purchasing organizations, and other third parties retained by SJCRH provided they agree to hold this information confidential.

**DISCLOSURE OF DISCOUNTS.** Vendor acknowledges that SJCRH may report the cost of goods or services purchased from Vendor to government agencies. Vendor will provide accurate and complete information to SJCRH on the purchase price of the goods or services, including any discounts and rebates, so that SJCRH may fulfill any applicable obligations.

**INTENT OF THE PARTIES.** It is not the intent of either SJCRH or Vendor that any payments made under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any goods or services. All payments made pursuant to in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the goods or services provided.

**ANTI-KICKBACK.** These Terms and Conditions provided hereunder is not intended to and does not induce purchase of any items or services reimbursed by any Federal Healthcare Program (as that term is defined under the Social Security Act) or state health care program. Each Party, after due inquiry, acknowledges and agrees that the transaction contemplated by this Agreement represents fair market value for any services or goods that may be rendered by one Party to the other and that the same is not intended, directly or indirectly, to constitute remuneration in return for referrals or purchase of services between the Parties,. Neither Party is required to recommend the other for provision of services as a condition of this Agreement. Further, each Party shall comply with the Medicare/Medicaid Anti-Kickback Statute, 42 U.S.C § 1320a-7b and the Federal Self-Referral Law ("Stark"), as applicable, and have structured this Agreement to do so.

**CONFIDENTIALITY OF HEALTH INFORMATION.** The parties recognize that SJCRH is a covered entity under 45 C.F.R. Parts 160, 162 and 164 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its applicable regulations. The parties further acknowledge that Vendor may be a "business associate" of SJCRH as that term is used and defined in HIPAA. In order to enable SJCRH to meet its obligation under HIPAA, if Vendor is a "business associate" (as defined under HIPAA) of SJCRH, the parties agree to comply with the provisions of the Business Associate Agreement that will be entered into by the parties and made a part of either these Terms and Conditions or any resulting agreement. Even if Vendor is not a Business Associate, Vendor and its employees and agents may not disclose or share any protected health information of SJCRH to which Vendor or its employees or agents may gain access, and with respect to any protected health information of SJCRH, Vendor will ensure that any agents or subcontractors, agree to the same restrictions and conditions that apply to the Vendor under the Agreement.

**WARRANTY OF NON-EXCLUSION.** Vendor represents and warrants that neither it nor any of its employees, agents, officers, directors, or affiliates are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, or any FDA program, and that neither Vendor its employees are not listed on the databases at <https://exclusions.oig.hhs.gov/>, <https://www.sam.gov/SAM/>, or [Clinical Investigator – Disqualification Proceedings Database](#), or their successors, or any state exclusions or sanctions databases. Vendor further represents that no final adverse action by the federal or a state government is threatened or pending, or has occurred, against Vendor, employees, agents, officers, directors, or affiliates. Vendor further

represents that it nor any employees, agents, officers, directors, or affiliates have not been convicted of a criminal offense as set forth in 42 U.S.C. § 1320a-7, including but not limited to an offense related to the provision of healthcare items or services. Vendor will immediately notify St. Jude of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give St. Jude the right to terminate this Agreement immediately for cause.

**COMPLIANCE WITH LAWS AND REGULATIONS.** Vendor represents and warrants that all goods and services it furnishes to SJCRH have been or will be manufactured and furnished in accordance with, and Vendor agrees to comply with, all applicable federal and state laws (including the Fair Labor Standards Act), orders, rules, regulations, and executive orders. Vendor and its officers, employees, agents, contractors, and subcontractors shall perform all duties under these Terms and Conditions in strict compliance with international and U.S. Federal, state, and local laws, rules, regulations, and ordinances, and shall comply with all applicable laws, rules, regulations, and policies of all governmental authorities and accrediting agencies having jurisdiction over physicians, allied health professionals, or these Terms and Conditions, including the Foreign Corrupt Practices Act, Bribery Act, the applicable standards of the World Medical Association, and the prevailing community standard of care.

**O.S.H.A. (Occupational Safety and Health Administration).** Vendor will ensure that all goods, including chemicals, equipment, and materials used in the performance of these Terms and Conditions conform to O.S.H.A. standards.

**NON-DISCRIMINATION AND AFFIRMATIVE ACTION.** The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) ii and 41 C.F.R. § 60-741.5(a), if applicable. **SJCRH, as a government contractor, and Vendor, to the extent applicable, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex (including pregnancy and transgender status), sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex (including pregnancy and transgender status), sexual orientation, gender identity, national origin, protected veteran status, or disability.** Vendor also shall not discriminate based upon age, genetic information, payment source, or marital status, as applicable. Vendor affirms that it is an equal opportunity and affirmative action employer and complies with all applicable federal, state, and local laws and regulations. Vendor will maintain a work environment free from discrimination, disruption, intimidation, coercion, and harassment. Upon SJCRH's request, Vendor will notify SJCRH promptly of incidents in which the rights of SJCRH employees, patients, visitors, or physicians may have been violated.

**ANTI-TERRORISM.** Vendor is familiar with the U.S. Executive Orders and laws (including but not limited to E.O. 13224, P.L. 107-56, and FAR 52.225-13) that prohibit provision of resources and support to sanctioned persons or individuals or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union, and shall use reasonable efforts to ensure that none of the funds that SJCRH provides under this Agreement will be used in support of or to promote violence, terrorist activity or related training, or money laundering. To the best of Vendor's knowledge, Vendor has not provided during the previous ten (10) years, and will take reasonable steps to ensure that Vendor does not and will not knowingly during the term of this Agreement, provide support or resources to any individual or entity that is or has been sanctioned or has committed, attempted to commit, advocated, facilitated, or participated in violence, terrorist acts, or money laundering.

**EXPORT CONTROL.** Vendor, its affiliates, agents, and subcontractors agree to comply with all U.S. export control laws, rules, and regulations. If Vendor is providing any goods, data or services

that are controlled by the Departments of State, Commerce, Treasury, or Homeland Security regulations related to export control, as modified from time to time, it must notify SJCRH (by fax at 901-595-3963), and receive prior authorization from, SJCRH before delivery. SJCRH must be notified before Vendor ships export-controlled material to SJCRH. The notification provided by Vendor must identify each export-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Vendor agrees that if it fails to notify SJCRH that it is providing export-controlled items, data or services, it shall reimburse SJCRH for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

**HEALTH AND HUMAN SERVICES AUDIT:** Until the expiration of four (4) years after the furnishing of any services under this Agreement, Vendor shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Vendor which are necessary to certify the nature and extent of costs incurred under this Agreement. If Vendor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12 month period with a related organization, such subcontract shall include a clause to the effect that until the expiration of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract.

**INDEMNIFICATION.** Vendor agrees to defend, indemnify and hold harmless SJCRH, its parent(s), subsidiary(ies), affiliated and related companies, and its respective directors, officers, employees, and agents from any and all claims, demands, liabilities, lawsuits, settlements, judgments, actions, damages and expenses, whether or not litigation is commenced (including without limitation, reasonable attorneys' fees) arising from or related to (i) any negligent act or omission of Vendor, its employees, agents, contractors, officers, or directors, exclusive of that portion of any liability resulting from the negligence of SJCRH, its agents or employees; (ii) any material breach or violation of its representations and warranties contained herein; (iii) any failure of performance of its duties and responsibilities under this Agreement; or (iv) any product defect or product failure.

**INFRINGEMENT AND MISAPPROPRIATION.** Vendor will defend, indemnify and hold harmless SJCRH, its directors, officers, employees, and agents, from any and all claims, demands, liabilities, lawsuits, settlements, judgments, actions, damages, and expenses, whether or not litigation is commenced (including without limitation, reasonable attorneys' fees) arising from or related to alleged or actual misappropriation or infringement of any copyright, trademark, trade name, trade dress, trade secret, patent, or any other third party intellectual property right as to any goods or services subject to this Agreement. Vendor will be given adequate notice and control of the defense of such claims.

**INSURANCE.** During the term of this Agreement Vendor agrees to carry, at Vendor's own expense, general liability and errors and omissions, and professional liability coverage for Vendor and Vendor's employees and agents, upon such terms and conditions as SJCRH deems appropriate, in an amount of coverage of not less than \$1,000,000 for a single claim, and not less than \$3,000,000 for aggregate claims during a twelve (12) month period, and Vendor will indemnify SJCRH against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, or Vendor's employees or agents. At SJCRH's sole discretion, the amount of coverage may be adjusted from time to time. If any work or services performed pursuant to these Terms and Conditions will take place on SJCRH's campus or property, Vendor will add SJCRH as an additional named insured to this insurance policy and provide SJCRH with a certificate of insurance showing this, and Vendor will carry automobile liability insurance with the same or higher limits. Upon the termination or expiration of these Terms and Conditions, to

the extent that Vendor's insurance is or at any time during the term of the Terms and Conditions has been "claims made" insurance rather than "occurrence" insurance, Vendor will (i) purchase "tail" coverage to continue the liability insurance coverage for the period during which Vendor rendered services hereunder, or (ii) continue in full force and effect the same level of liability insurance coverage on a claims made basis, in either case upon such terms and conditions as SJCRH deems appropriate and until the longest statute of limitations for professional, general, or errors and omissions liability for acts committed by Vendor and Vendor's employees or agents has expired. Vendor shall notify SJCRH within fifteen (15) days of any nonrenewal or cancellation of said insurance. Additionally, Vendor agrees to obtain and maintain through the term of the Agreement worker's compensation insurance for its employees in accordance with applicable statutes and regulations. Inadequate insurance or lack of insurance shall be grounds for SJCRH to immediately terminate this Agreement for cause. Upon request, Vendor shall deliver to SJCRH certificates of insurance evidencing the required coverage, both during the term of the Agreement and thereafter. These insurance requirements shall be deemed continuing and shall survive any termination or expiration of this Agreement or any Addendum. Vendor will ensure that any of its contractors performing work related to this Agreement will carry insurance as set forth above. Vendor will indemnify SJCRH for the acts and omissions of Vendor's contractors.

**CONDUCT AND ADHERENCE TO POLICIES.** Vendor agrees that in performance of this Agreement it and its officers, employees, agents, contractors, and subcontractors will adhere to the rules, regulations, policies and procedures, and standards of conduct, including ethical and professional standards and including **SJCRH Vendor Code of Conduct, available at [www.stjude.org/vend](http://www.stjude.org/vend)**. Vendor agrees that while Vendor, its employees, agents, officers, and assigns are on the SJCRH campus or property each will follow all policies and procedures, including those set forth in the Vendor Code of Conduct and will conduct themselves in a professional manner. Vendor, its employees, agents, officers, and assigns shall wear appropriate attire and display proper identification at all times while on SJCRH campus or property. The Vendor, its employees, agents, officers, and assigns shall comply with SJCRH's non-smoking policy while on SJCRH campus or property.

**BACKGROUND CHECK.** Vendor recognizes that SJCRH is a pediatric research hospital whose patients are primarily children. Vendor represents and warrants that it will and will ensure that its employees and agents performing work on the SJCRH's premises under this Agreement comply with the requirements of the SJCRH Vendor Credentialing System, including but not limited to, Vendor personnel are not listed in the Tennessee Sex Offender Registry, National Sex Offender Registry, or Tennessee Abuse Registry (links to which are available at <https://www.tn.gov/tbi/topic/sex-offender-registry-search> and <https://www.tn.gov/didd/article/protection-from-harm-abuse-registry>). Vendor acknowledges that employees and agents who are not in compliance with the SJCRH Vendor Credentialing System requirements will not be permitted on SJCRH's premises.

**DEFICIT REDUCTION ACT COMPLIANCE:** Vendor is referred to the DRA Notice to Vendors available at [www.stjude.org/vend](http://www.stjude.org/vend).

**GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee regardless of the choice of law rules of any jurisdiction. Vendor agrees that goods and/or services covered by these Terms and Conditions are provided in the State of Tennessee. For that reason, each party irrevocably agrees that the courts located in Shelby County, Tennessee, shall have the sole and exclusive jurisdiction with respect to any action or proceeding at law or in equity arising out of or relating to this Agreement. Each party submits to the personal jurisdiction of, and venue in, the Tennessee court(s) and waives any claim of lack of jurisdiction, improper venue, or that Tennessee venue constitutes an inconvenient forum.

**FORCE MAJEURE.** Either party is excused from performing its obligations if Contractor is ill or incapacitated, St Jude has a fire, accident, cyber-attack, or an event that makes performance under this Agreement impossible, impracticable, or that frustrates the essential purpose of this Agreement, or an event that is beyond either Party's reasonable control, by way of example, including but not limited to a war, fire, accident, virus, or pandemic and associated quarantine or work travel restrictions, government shutdown or restriction, local, state, or national government or civil actions, supply chain disruptions, civil unrest, terrorism, adverse weather conditions, local, state or national labor dispute, or other circumstances or any inability due to a disrupting cause beyond the party's reasonable control without the party's fault. A party may, on written notice to the other party, extend performance period until the circumstance or condition has been remedied. The parties will work diligently to perform their obligations as soon as practicable. If a Force Majeure event delays performance under this Agreement for more than twelve (12) months, this Agreement may be terminated by either party without continuing obligations

**BUSINESS CONTINUITY.** Notwithstanding the Force Majeure terms in these Terms and Conditions, whenever, due to fire, accident, local labor dispute, or other disaster, crisis, or emergency that affects SJCRH ("Emergency"), Vendor shall use its best efforts to treat SJCRH as first priority in vendor's delivery of goods, services, or supplies. It is Vendor's responsibility to anticipate, prepare for, and fulfill all contract obligations in an Emergency and respond to SJCRH's needs promptly.

**INDEPENDENT CONTRACTOR.** The relationship of Vendor to SJCRH is that of independent contractor. No employer-employee, joint venture, or partnership is established, expressly or by implication, nor shall any employee, agent, or contractor of Vendor be deemed to be the employee or agent of SJCRH or vice versa. Neither party nor its employees or agents shall have the right to bind the other, to transact any business in the other's name or on behalf of the other, or to make any promises or representations on behalf of the other, except as is reasonably necessary for the parties to perform services in accordance with these Terms and Conditions. Vendor is responsible for providing benefits, withholding taxes, and complying with labor and tax requirements with respect to its personnel and workers. Vendor shall indemnify, defend, and hold harmless SJCRH for any failure to do so that contributes to losses, penalties, fines or expenses on the part of SJCRH.

**AUTHORIZATION TO WORK IN THE UNITED STATES.** Vendor represents and warrants that individuals performing services under this Agreement on the SJCRH campus are 18 years old or older and are authorized to work in the United States. Vendor will provide true and correct copies of the front and back of the drivers' license (or other approved documentation) of the individuals who will be coming onto the St. Jude campus.

**ASSIGNMENTS.** These Terms and Conditions shall not be construed as permitting assignment of any right or obligation hereunder, and such assignment by either party is prohibited without the express written consent of the other party.

**USE OF SJCRH NAME.** Neither Vendor nor any of its employees, agents, officers, directors, or affiliates, shall use the SJCRH name, trade or service marks, or logos, or the names of current or former SJCRH employees or affiliated physicians or faculty, except upon the prior written consent of the American Lebanese Syrian Associated Charities' CEO, or his or her designee, in concurrence with the SJCRH CEO. Vendor will not make public or announce these Terms and Conditions or its relationship or dealings with SJCRH. Vendor shall take such actions as are necessary to ensure that the limitations contained in these provisions are communicated to employees and Board members, and that the limitations are observed. Any limitations of liability set forth in the Agreement shall not apply to any breach or violation of the restrictions relating to disclosure of confidential information or use of St. Jude's name, logo, marks, or other trademarks. Vendor shall indemnify St. Jude for any violation of this provision by Vendor or its employees, agents, officers, directors. Vendor may not approach a SJCRH patient or family for purposes of

stories, profiles, testimonials, news, public awareness, or any other publicity. SJCRH will initiate and manage any SJCRH patient or family publicity that is appropriate, according to SJCRH standards and patient protections.

**SUNSHINE ACT REPORTING.** SJCRH is not a teaching hospital under the Patient Protection and Affordable Care Act's "Sunshine Act" provisions, and therefore this is not a reportable transfer of value under the Patient Protection and Affordable Care Act.

**AMBIGUITIES.** Ambiguities in this Agreement will not be construed against the drafter of the contract language; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

**INVALIDITY.** If any provision of these terms and conditions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

**ENTIRE AGREEMENT.** These Terms and Conditions along with the Purchase Order constitute the full understanding of, and the entire agreement between, the parties. All prior agreements, negotiations, dealings and understandings regarding the goods or services that are the subject of this transaction, whether written or oral, are superseded by these Terms and Conditions and the Purchase Order. Terms, conditions, or other provisions contained in any prior or subsequent document, including terms, conditions, or other provisions contained in the quote or invoice, are expressly rejected and are not a part of the agreement between the parties. Any changes shall be in writing and executed by both parties.

