

Doing Business With Access Community Health Network

Access Community Health Network (ACCESS) has a strict contracting process in which all outside parties who enter into formal promises and agreements with ACCESS must comply. All promises and agreements between ACCESS and outside parties are enforceable by law and must maintain the highest ethical standards in the conduct of company business. Included in this scope are the following categories:

- Service agreement contracts (housekeeping, equipment vendors, etc.)
- Lease agreements
- Professional services (consultants, auditors, attorneys, etc.)
- Independent providers (physician or other medical provider contracts for non-ACCESS employees)
- Grant agreements and grant sub-contracts
- Affiliation agreements
- Managed care contracts

CONTRACTS AND BUSINESS AGREEMENT REQUIREMENTS

- Contract must be consistent with accepted business practices.
- Contracted entity must be a legal entity and provide a W-9 Tax Form.
- Contract must include an offer and acceptance, consideration, intention to create a legal relationship, capacity and formalities.
- Contractor shall maintain in effect the following insurance coverages: (a) workers compensation and employer's liability Insurance covering all persons who perform the Work (or any part of it) with limits not less than the statutory requirements of applicable State and Federal law, and (b) comprehensive general liability insurance, with minimum limits of liability for injury, death, or property damage of \$1,000,000.00 per occurrence and naming ACCESS as an additional insured, and (c) automobile liability insurance covering owned, hired, and non-owned vehicles used by Contractor and any of the persons performing Work (or any part of it), with minimum limits of liability for injury, death, or property damage of \$1,000,000.00 per occurrence.
- Contract must be bilateral in nature, in which each of the parties to the contract makes a promise to the other party.
- Contract must not allow the potential to limit ACCESS' authority nor compromise ACCESS' compliance with federal or state

guidelines. Privately-funded expenditures will adhere to the guidelines outlined in the grant agreement.

- Contract must comply with the current Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200 Uniform Guidance)
- Executed contracts must be approved and signed by both the vendor and ACCESS before implementation. If the terms of the contract are not finalized or lack the appropriate signatures, the parties have not reached a formal, binding agreement.
- Purchase over \$150,000 require a formal Request for Proposal (RFP) process.
- Special consideration will be given to vendors with Minority Business Enterprise (MBE) designation.

CONFIDENTIALITY

Any contract that involves the access, use or disclosure of ACCESS patients' protected health information (PHI) on behalf of ACCESS must sign the ACCESS Business Associate Agreement. Other agreement types may enact a Business Associate Agreement or Non-Disclosure Agreement (NDA) if deemed necessary.

CONFLICT OF INTEREST

In the interest of both parties, any conflict of interest will result in the termination of discussions to contract with ACCESS or existing contracts and business agreements with ACCESS.

EXCLUSIONS DEEMED BY OFFICE OF INSPECTOR GENERAL

Each vendor must guarantee that it has not been excluded from participation in federal programs and that it will immediately notify ACCESS in the event of any such exclusion or failure in good standing. ACCESS will not contract with any vendor that has been excluded from participation in federal programs. Any change in status from good standing within the duration of an existing contract or business agreement will result in automatic termination.

PURCHASE ORDERS ARE REQUIRED

ACCESS has a strict policy regarding how purchases must be made. All purchases of goods or services require a purchase order (P.O.) issued by an authorized ACCESS party before the goods and services are fulfilled. The vendor must add the assigned P.O. number to the corresponding invoice before submitting for payment. The ACCESS contact should also be copied on the email to ensure completion. Please note: ACCESS payment terms are NET 45.

SUPPLIER DIVERSITY

ACCESS strives to work with third party vendors within our communities and welcomes diverse businesses to participate in our contracting opportunities. Diversity certification is encouraged.