

**ALASKA NATIVE TRIBAL HEALTH CONSORTIUM  
PURCHASE ORDER TERMS AND CONDITIONS**

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THE “TERMS AND CONDITIONS” DESCRIBED BELOW ARE THE ENTIRE AGREEMENT BETWEEN ANTHC AND CONTRACTOR FOR THE PRODUCTS & SERVICES DESCRIBED IN THE ATTACHED PURCHASE ORDER.

**I. DEFINITIONS.**

“**Alaska Native Tribal Health Consortium**” or “**ANTHC**” means the organization doing business as Alaska Native Tribal Health Consortium, which includes, without limitation, Alaska Native Medical Center and all affiliates and contracted groups of the foregoing. ANTHC is identified on the face of the Purchase Order.

“**Contractor**” is identified on the face of the Purchase Order (“Contractor” is referred to as “Vendor” or “Seller” or “Supplier”)

“**Law**” means applicable federal, state and local statutes, implementing regulations, executive orders, ordinances and case law, including governmental healthcare program statutes, regulations and policies.

“**Purchase Order**” means the purchase order or agreement placed by ANTHC which incorporates by reference these Terms and Conditions.

“**Product**” means any products, materials, supplies and/or equipment to be supplied by Contractor under the Purchase Order.

“**Services**” means any consulting, professional, maintenance or other services provided by Contractor under the Purchase Order.

“**Specifications**” means the agreed specifications for a Product/Service or, if none, the then-current published specifications for the Product/Service.

**II. PURCHASING OF PRODUCTS/SERVICES**

**2.1 Pricing.** All prices and charges for Products/Services are stated in the Purchase Order and are firm-fixed. ANTHC is not responsible for paying any additional charges or expenses (including fuel or delivery surcharges) unless they are explicitly stated in the Purchase Order.

2.1.1 Reimbursable Expenses. Contractor will be reimbursed for reasonable travel and related expenses incurred as a result of working under the Agreement. The following related expenses are to be reimbursed at “cost” by ANTHC. All invoices for reimbursement of expenses must to be accompanied by actual receipt for the expense. Contractor may opt to utilize the Federal Per Diem Rate in lieu of invoice(s) for actual expenses. Reimbursement for alcohol is not authorized.

(a) AIRFARE: Actual cost of coach refundable airfare.

(b) PER DIEM (LODGING/MEALS/INCIDENTALS): Actual cost not to exceed established Federal Per Diem Rate for Anchorage AK, when available. Please refer to the following link: <http://www.gsa.gov/portal/content/104877>. When lodging federal rates are not available to the contractor, the contractor shall endeavor to utilize a mid-range/economy class hotel whenever possible.

(c) LOCAL TRANSPORTATION (RENTAL CAR): Actual cost for an intermediate or less sized car. Full size cars are authorized when transporting more than two people.

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**2.2 Taxes.** Contractor must calculate and pay any applicable local and state sales tax or other taxes with respect to the direct purchase of any Product or Service. Contractor's prices shall be inclusive of all federal, state, and local taxes except those taxes from which ANTHC as a purchaser is exempt or immune.

**2.3 Ordering.** Contractor's confirmation must reference the Purchase Order number, quantity, description, price, and delivery date and delivery location for the Products/Services. ANTHC may change a Purchase Order at any time prior to the delivery date of a Product or Service by issuing a change notice. ANTHC is not required to place any minimum orders or pay any minimum order charges for Products or Services.

**2.4 Delivery.** Contractor will deliver Products/Services on the delivery date at the delivery location specified in the Purchase Order. Unless ANTHC agrees in writing, Contractor substitutions or alterations to the Purchase Order or any partial shipments or partial invoices are not allowed. Unless otherwise agreed, no shipment of Product is deemed completed until ANTHC has received the bill of lading or transportation receipt. Unless otherwise indicated on the Purchase Order, shipping terms are FOB (Destination) Freight Prepaid to ANTHC's delivery location specified in the Purchase Order. Risk of loss of a Product will pass to ANTHC upon ANTHC's acceptance of the Product or complete delivery of the Product, if there is no acceptance. Products will be new (no used or reconditioned parts) unless agreed in writing. Time is of the essence with respect to Contractor's obligations under a Purchase Order. Contractor will promptly notify ANTHC if it is unable to comply with the delivery date specified in the Purchase Order.

**2.5 Inspection/Acceptance.** At ANTHC's option, Products/Services will be subject to inspection and acceptance testing by ANTHC or its designee at the location designated by ANTHC.

**2.6 Invoicing and Payment.** Each invoice will clearly reference the Purchase Order number. Unless otherwise agreed, Contractor will issue an invoice when Products/Services have been delivered and accepted to ANTHC's full satisfaction. ANTHC reserves the right to reject any invoice received more than 60 days late. Payment will be made by ANTHC within 30 days of receipt of an accurate, complete and undisputed invoice. Contractor will not place ANTHC's facilities on credit hold for any reason.

**2.7 Packaging.** All Product packaging must clearly identify the Purchase Order number and contain UPC barcodes, expiration dates and other Product identifiers reasonably required by ANTHC. All shipments must contain a packing slip with the same information clearly identified.

**2.8 Software License.** For any software Products supplied under a Purchase Order, Contractor grants ANTHC a non-exclusive, worldwide, perpetual license to install, load, display, access, store and use the software (including any updates or modifications thereof) for ANTHC's internal purposes and for the benefit of the entities participating in the Alaska Native Tribal Health Consortium. Such license will be limited to the applicable usage limitation (if any) expressly specified in the Purchase Order. The Product license granted also includes the right to make and use a reasonable number of copies for testing, back-up, archival, and disaster recovery purposes at no extra charge.

**2.9 Intellectual Property and Work Product.** Contractor and ANTHC intend that any creative or custom Services rendered by Contractor under this Purchase Order (the "Work") to be a work made for hire (e.g. photography, web design, graphics, writing). Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and will be the sole and exclusive property of ANTHC. If for any reason the Work is not considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to ANTHC, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any related registrations and copyright applications and any renewals and extensions, and in and to all derivative works. Neither party shall obtain any rights,

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title or license, either expressed or implied, to the other party's pre-existing intellectual property by virtue of their performance under this agreement. Neither party gains rights to the other party's intellectual property developed outside this Purchase Order, nor does either party have any obligation to grant rights to intellectual property created or developed in the course of the work or services beyond those rights outlined above.

**III. PRODUCT WARRANTIES AND RETURNS**

**3.1 Warranties.** Contractor warrants that it has and will maintain throughout the Term of this purchase order all professional and business licenses, permits, certifications and similar requirements as required by applicable law and regulation. Contractor warrants that (a) Products/Services will be free from defects in design, workmanship and materials, will comply with all applicable Law and will conform to the Product Specifications for a one (1) year period from acceptance or delivery, if acceptance is not applicable; (b) Contractor's employees and agents have the certification, skills and qualifications necessary to perform Services in a timely, competent, and professional manner in accordance with applicable industry standards and Law; and (c) consumable Products will have a minimum twelve (12) month expiration date/shelf life on the delivery date. Contractor's warranties provided in the Purchase Order will run to and extend to users of the Products/Services. Failure to inspect and test by ANTHC will not relieve Contractor in any way from its obligations under the Purchase Order, including any testing, inspection, warranty and quality control responsibilities.

**3.2 Disclaimer.** UNLESS OTHERWISE PROVIDED FOR IN THIS PURCHASE ORDER, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WITH RESPECT TO CONTRACTOR'S CONFIDENTIALITY, PRODUCT RECALL AND INDEMNITY OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**3.3 Product Returns.** If Products or Services are nonconforming or supplied in less than or greater than the amounts called for in the Purchase Order, ANTHC may elect one of the following by notice to Contractor: (i) return any or all of the Products or Services at Contractor's expense for a full refund or (ii) require Contractor to promptly replace Products or re-perform Services until they conform with the Purchase Order. Unless otherwise agreed in writing, ANTHC may return conforming Products that are unused and unexpired at any time for a full refund. Contractor must notify ANTHC of any Product recalls not more than 24 hours after Contractor first learns of the recall. Contractor must monitor the recall status of all Products and must provide instructions and information regarding the appropriate action to be taken by ANTHC. Contractor must pay ANTHC's reasonable costs and expenses associated with the return of non-conforming Products or Services and the correction of any Product recalls.

**VI. GENERAL PROVISIONS**

**4.1 Termination.** Prior to delivery, ANTHC may terminate or cancel a Purchase Order in whole or in part without cause. Contractor will be paid for any Products/Services delivered and accepted prior to the date of termination/cancellation. Contractor will give ANTHC a cash refund for any over-payments.

**4.2 No Disruption in Use of Products/Services.** Contractor acknowledges that ANTHC is a provider of health care services; that ANTHC's use of Products/Services may be vital to the business operations of ANTHC and to the health and safety of ANTHC's patients and owners; and that any interruption of ANTHC's business could result in substantial liability to ANTHC. Contractor warrants and represents that it will not at any time render Products or Services unusable or inoperable, take possession of Products, or

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in any way deliberately take any action to impede or interfere with the use or operation of Products or Services by ANTHC, or otherwise impede or interfere with ANTHC's business.

**4.3 Indemnification.** Contractor will defend, indemnify and hold each entity in the Alaska Native Tribal Health Consortium and each of its respective officers, directors, employees and agents harmless from and against all third party claims or demands giving rise to damages, costs (including attorney and expert witness) or other losses (collectively, "Losses") arising from a breach of the Purchase Order by Contractor or any defect in a Product or Service or Contractor's negligence or omission. Contractor will defend, indemnify and hold each entity in the Alaska Native Tribal Health Consortium and each of its officers, directors, employees and agents harmless from and against any Losses resulting from a claim that the Product furnished to ANTHC under this Purchase Order infringes any intellectual property rights of any third party or has become the subject of an injunction or settlement prohibiting the use of the Product.

**4.4 Insurance.** Contractor will procure and maintain in effect the following policies of insurance covering claims and liabilities arising from the Purchase Order: (i) all insurance coverages required by Law, including workers' compensation and employer's liability insurance all with statutory minimum limits, (ii) employer's liability insurance with no less than a \$500,000 limit; (iii) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and aggregate, providing coverage for personal injury, or death of any persons and injury to or destruction of property, including loss of use resulting therefrom, and also including contractual liability covering Contractor's liability under the Purchase Order; (iv) if Contractor provides Services under the Purchase Order, professional liability insurance (E&O) with limits of at least \$1,000,000, which provides coverage on an occurrence basis or, if coverage is provided on a claims-made basis, then Contractor will maintain continuous coverage for one (1) year after the termination of expiration of the Purchase Order; and (v) automobile liability insurance with not less than a \$1,000,000 limit covering the use of any auto in the rendering of Services to be provided under the Purchase Order. Insurance policies must be issued by companies rated "A, VII" or better by A.M. Best. All insurance must be primary and noncontributing with respect to any policies carried by ANTHC and must state that any coverage carried by ANTHC must be excess insurance. Contractor will, upon request, provide ANTHC with an industry-standard certificate of insurance. Contractor will provide 30 days' notice to ANTHC of any cancellation of these policies.

**V. MISCELLANEOUS**

**5.1 Independent Contractor.** Contractor is an independent contractor and engages in the operation of its own business, and neither Contractor nor ANTHC will be considered to be the agent of the other for any purpose. Nothing in these Terms and Conditions will be construed to establish a relationship of agent, servant, employee, partnership, association or joint venture between the parties. ANTHC will not be responsible to Contractor or Contractor's employees or any governing body for any payroll-related taxes or another employment related liability in connection with any Services under the Purchase Order, and Contractor will be responsible for all legally required tax withholding for itself and its employees. Contractor's employees providing Services have no right and are not eligible for any of ANTHC's employee benefits, employment, workers' compensation, disability insurance or separate compensation for Services.

**5.2 Confidentiality and Publicity.** The Purchase Order, including any documents or communications disclosed or provided by ANTHC as part of the Purchase Order, is the property of ANTHC and is deemed to be confidential and proprietary information of ANTHC. Contractor will not, without ANTHC's prior written consent, disclose to any third party any confidential or proprietary information made available to Contractor by ANTHC in connection with the Purchase Order, including information about ANTHC's operations, owners, patients or strategies. Upon request, Contractor will return or destroy any confidential or proprietary documents provided by ANTHC. Contractor will promptly notify ANTHC in writing if any

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subpoena, request or other order for ANTHC's confidential information is received from a court or any government agency. Contractor will not, without the prior written consent of ANTHC, use in advertising, press releases, publicity, on its web site, in any marketing collateral or in any other manner, the names, trade names, service marks, trade dress or logo of any entity in the Alaska Native Tribal Health Consortium.

**5.3 Compliance with Law/License Requirements.** Contractor will comply with all applicable Law, including but not limited to, the Federal Anti-Kickback statute (42 U.S.C. §1320a-7b), the Stark law (42 U.S.C. §1395nn), Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. § 3145 et seq), Anti-Kickback Act of 1986 (41 U.S.C. §§ 8701-8707), Section 6032 of the Deficit Reduction Act of 2005, Davis-Bacon Act (40 U.S.C. §§ 3141-3148 ), Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708 ), Clean Air Act (42 U.S.C. 7401 et seq), and Clean Water Act (33 U.S.C. §§ 1368 et seq).

The Contractor shall comply with all applicable state and federal rules governing equal employment opportunity and non-discrimination. Contractor will provide Services to ANTHC without discrimination on account of race, sex, color, religion, national origin, age, physical or mental disability, or veteran's status. Federal funds are used for this Purchase Order and the Purchase Order is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This clause constitutes notice to Contractor that Contractor may be required to comply, if applicable, with the following which are incorporated by reference to this Purchase Order: (a) Equal Opportunity (E.O. 11246, as amended, 30 FR 12319) (Sept. 24, 1965)) (b) Drug-Free Work Place Act of 1988 (Public Law 100-690, 41 U.S.C. §§ 8101 et seq.) and (c) Utilization of Small Business Concerns.

If the Contractor is subject to the provisions of Federal law regarding Medicare and Medicaid programs which governs access to books and records of subcontractors of services to Medicare providers where the cost of value of such services under the contract exceeds \$10,000.00 over a 12-month period, then the U.S. Comptroller General or their agents may, at reasonable times and places, examine, copy, and audit the sales records of the Contractor to the extent that the sales records relate to this Purchase Order or any cost and pricing data related to this Purchase Order.

The Contractor shall maintain books and records that relate to the Purchase Order for one (1) year after the date of the Purchase Order. If, due to the nature of the Products or any Services provided, ANTHC determines the Contractor is acting as its business associate pursuant to the Health Insurance Portability and Accountability and regulations, the Contractor will enter into an appropriate business associate agreement with ANTHC.

In accordance with applicable law, Contractor will ensure that it screens its employees, agents, contractors, and subcontractors and other personnel providing services under this Purchase Order to confirm that such individuals or entities are not Excluded Individuals or Parties by the General Services Administration (GSA) or Department of Health and Human Services, Office of Inspector General (OIG). Contractor will routinely check the OIG's List of Excluded Individuals/Entities and the GSA's Excluded Parties List System to ensure it does not employ or otherwise arrange relationship with excluded individuals or entities, and for such excluded individuals, Contractor will remove the excluded individual from further participation in this Purchase Order or services thereunder. If at any time Contractor is listed as an Excluded Individual or Party by the GSA or OIG, or is otherwise debarred from contracting with the U.S. Government, this Purchase Order shall automatically and immediately terminate.

Contractor represents and warrants that neither it, nor any of its key personnel, have been or will be convicted of an offense related to healthcare or listed by a federal agency as debarred, excluded, otherwise ineligible for federal program participation.

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If Contractor's personnel are performing Services within the ANTHC's health care facilities, ANTHC Campus or other locations, or if there is a possibility for the Services to be performed on-site at any point during the period of performance of the Agreement, the Contractor is responsible for ensuring that all of its employees and subcontractors have current immunization records and shall comply with ANMC Employee Health requirements. Contractor will comply with all requirements of Law concerning health screening and, specifically, provide satisfactory evidence that each person to whom such health screening law applies is:

- screened for tuberculosis exposure and infection as shown by a negative PPD, negative IGRA, or in cases where the PPD or IGRA is positive, a baseline chest x-ray, is required; and
- is immune/vaccinated for Hepatitis B or has a signed declination for Hepatitis B, and either is immune from or has been immunized against:

- (i) influenza (annually and proof of vaccination or signed declination on file)
- (ii) rubella,
- (iii) rubeolla,
- (iv) mumps,
- (v) varicella chicken pox, and
- (vi) COVID-19 as prescribed in ANTHC policy HR-517, applicable to ANTHC workforce and Contractors.

For those Contractor personnel that are working in airborne isolation rooms they must have a current Fit Test for a respirator or have been trained in the safe use of a powered air purifying respirator (PAPR). Fit Testing/PAPR training is an annual requirement.

Contractor will provide Safety Data Sheets (SDS), formerly known as Material Safety Data Sheets (MSDS), for all hazardous materials to be used, stored or delivered to ANTHC's sites as required by applicable Law. This Clause 5.3 will not modify the allocation of liability or indemnification obligations between the parties as set forth in this Purchase Order or as provided by Law.

**5.4 Alaska Native Tribal Health Consortium Policies.** ANTHC is committed to maintaining ethics and integrity in its business and professional conduct. ANTHC has developed code of conduct for its employees, vendors and contractors, which can be found on Alaska Native Tribal Health Consortium's website at link: <http://home.anthc.org/anmc/admin/corpcpliance/upload/ANTHC-CODE-OF-CONDUCT-3.pdf>. Contractor is encouraged to review the policies and report violations on an anonymous basis to ANTHC's hotline (1-877-772-6743). When visiting ANTHC's facilities, Contractor's personnel will comply with ANTHC's visitation and other policies, including where applicable, obtaining compliance training and legally required vaccinations.

**5.5 Background checks of Contractor's workforce and Indian Child Protection and Family Violence Prevention Act (P.L. 101-630).**

(a) The Contractor shall comply and assure compliance by all subcontractors at any tier under this Agreement, with the Indian Child Protection and Family Violence Prevention Act (P.L. 101-630). The Act requires that Minimum Standards of Character be established for certain positions covered by the Act to ensure that none of the individuals in these positions have been found guilty of, or entered a plea of no contest or guilty to, any felony offenses of murder, manslaughter, or sex crimes or two or more misdemeanors under Federal, State, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution; or crimes against persons.

(b) The Contractor will not assign any individual to provide services at ANTHC's facilities if the individual has a criminal conviction(s) of any of the following: murder, manslaughter, or sex crimes or crimes against children or vulnerable adults in accordance with the Indian Child Protection and Family Violence Prevention Act.

(c) FEES - The Contractor is responsible for all costs associated with obtaining criminal background checks of Contractor's Workforce.

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(d) While Contractor alone shall determine who of its personnel will be assigned to perform Services, Contractor shall promptly remove any individual whom ANTHC, in its sole opinion and in accordance with applicable law, considers to be: unqualified to perform services as required; disruptive to the progress of work being performed; detrimental to ANTHC's operations; in violation of ANTHC policies or failing to meet ANTHC's standards for physical or other access to ANTHC property, ANTHC premises or any ANTHC computers, computer systems or networks. In any such case, Contractor shall promptly replace such personnel with a person who meets the requirements of this Agreement. ANTHC's Human Resource Director, Contracting Officers or Project Managers will have the authority to direct immediate removal of the Contractor's Workforce from the on-site facility for any violation of the Indian Child Protection and Family Violence Prevention Act (P.L. 101-630).

**5.6 Audit.** Upon prior written notice from ANTHC, Contractor will provide ANTHC's internal auditors (or such independent auditors and inspectors as ANTHC may designate in writing and have agreed to abide by reasonable confidentiality provisions) with access and the right to make copies of Contractor's books and records relating to Purchase Orders, invoices, sales reports and internal materials relevant to verifying the accuracy of the invoices submitted by Contractor to ANTHC. If any audit reveals any variance from any invoice in excess of 2% of the amount shown on such invoice, Contractor will reimburse ANTHC for all reasonable costs and expenses incurred in conducting the audit.

**5.7 Governing Law.** The Purchase Order shall be interpreted in accordance with federal law. In the absence of applicable federal law, this order is governed by and will be interpreted in accordance with the laws of the State of Alaska.

**5.8 Disputes.**

(a) **Joint Conference Meeting.** Any dispute or disagreement between the parties, including but not limited to those arising out of or related to this Purchase Order, shall be resolved, to the extent possible, by good faith efforts through informal meetings and discussions between appropriate representatives of the parties. If the parties are unable to resolve between themselves, upon written notice, the representatives of the two parties shall meet in a formal joint conference session to attempt to resolve the issue(s) at hand within 30 days of written notice.

(b) **Third-Party Mediation.** If the issue(s) cannot be resolved through such a joint conference session, either party may require the dispute to be submitted to third party mediation. For the purposes of this Purchase Order, "third party mediation" means a form of mediation where the parties jointly nominate a third party who is not employed by or significantly involved with ANTHC or the Contractor to serve as a third party mediator to mediate disputes under this order.

(c) **Legal Actions.** Nothing in this section shall affect either party's right to initiate legal action in order to resolve a dispute arising under this order. The parties agree that neither the discussions or any recommendations in the formal joint conference session, nor the discussions and results of the third party mediation shall be admissible in any legal proceedings and that those proceedings shall be new proceedings on the matter in dispute.

**5.9 General.** Except as set forth in this Purchase Order, all such rights and remedies are cumulative and are not exclusive. ANTHC's silence will not be construed as acceptance of proposed changes or a waiver of any terms in the Purchase Order. Any provision of the Purchase Order which by its nature must survive termination or expiration in order to achieve the fundamental purposes of the Purchase Order will survive any termination or expiration of the Purchase Order including without limitation, Clauses 3.3 (Product Returns), 4.3 (Indemnification) and 5.2 (Confidentiality and Publicity). The requirements of



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Contractor in Clauses 2.9 (Intellectual Property and Work Product), 4.2 (No Disruption in Use of Products/Services) and 5.2-5.5 (Compliance with Law/License Requirements, Alaska Native Tribal Health Consortium Policies, and Indian Child Protection and Family Violence Prevention Act (P.L. 101-630)) apply equally to Contractor's contractors and agents who supply Products/Services to ANTHC and must be included in Contractor's contracts with such persons or entities.

**5.10 Changes and Controlling Terms.** Unless otherwise agreed in writing by ANTHC, these Terms and Conditions will not modify any existing written agreement between ANTHC and Contractor which is intended by the parties to govern the purchase of the Products/Services ordered in the Purchase Order. Any pre-printed terms and conditions in Contractor's quote, invoice, confirmation or other documents sent to ANTHC in connection with the Purchase Order are null and void. In the event of any conflict between these Terms and Conditions and any text on the face of the Purchase Order, the text on the face of the Purchase Order (and documents referenced on the face of the Purchase Order) will take precedence.

**5.11 Fraud, Waste and Abuse, Anti-Kickback, False Claims Act, Stark Law Provisions and Covenant Against Contingent Fees.**

(a) Contractor warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Purchase Order and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

(b) At all times during and under the terms of this Purchase Order, with regard to those Contractor who either perform or authorize Medicaid or Medicare health care services on behalf of ANTHC or are otherwise involved in the monitoring of health care services of ANTHC, Contractor hereby makes the following representations and warranties: (1) Contractor is in compliance with the provisions of all applicable laws and regulations pertaining to its scope of work; (2) neither Contractor, nor its employees or agents are in violation of any laws, including any of the Health Care Laws. For purpose of this provision, "Health Care Laws" means (a) all applicable federal and state fraud, waste and abuse laws, including, but not limited to the Anti-Kickback Statute, [42 USC 1320a-7b], section 6032 of the Deficit Reduction Act of 2005, the civil False Claims Act (31 USC §3729 et seq), and the Stark law (42 USC §1395nn). Contractor, including its employees, agents and independent contractors should be aware of Contractor's and ANTHC's policies regarding detection and prevention of health care fraud and abuse. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor shall review and comply with the essential elements of ANTHC's policy on fraud, waste and abuse and shall require its sub-contractors and agents performing services pursuant to this Purchase Order to comply with such policy and Health Care Laws. Contractor should encourage all of its employees, agents and contractors to be aware of the Health Care Laws regarding whistleblower protection and non-retaliation. ANTHC requires Contractor to exercise due diligence in the prevention, detection, and correction of fraud, waste, and abuse, and to promptly report any suspected fraud, waste, and abuse through appropriate channels. Contractor and its Personnel may report issues to their supervisor, and/or ANTHC's Corporate Compliance by calling the Ethics & Compliance Hotline at 1-877-772-6743.