



## Supplier/Vendor Code of Conduct

CLHG-Winn, LLC, dba Winn Parish Medical Center is committed to complying with all laws and regulations that apply to operating in a manner consistent with the highest professional and ethical standards. As a CLHG-Winn, LLC supplier<sup>1</sup>, you play an integral role in helping us achieve these goals. We have created this Supplier/Vendor Code of Conduct to communicate the minimum standards by which all CLHG-Winn, LLC suppliers are expected to conduct themselves when providing goods or services to our system. Please note that CLHG-Winn, LLC organizations or departments may establish guidelines that are more restrictive than those described in this document. It is your responsibility to share this Supplier/Vendor Code of Conduct with all personnel who may be engaged in conducting business activities with a CLHG-Winn, LLC organization.

**Respectful Behaviors and Relationships** – All suppliers are expected to treat those they work with in CLHG-Winn, LLC with honesty, dignity and respect. This includes maintaining a positive and courteous customer service orientation, speaking professionally and respectfully, and responding to requests for information or assistance in a timely manner.

**Privacy and Security** – Federal and state laws require CLHG-Winn, LLC and our suppliers to maintain the privacy and security of CLHG-Winn, LLC personal health information (“PHI”). Suppliers are responsible for ensuring that all supplier personnel who provide services to CLHG-Winn, LLC are aware of and familiar with the requirements of both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules and, where applicable, those state laws that provide more stringent protection of PHI. If your business relationship with CLHG-Winn, LLC will require access to or usage of PHI, you will be required to sign a Business Associate Agreement with us.

**Compliance with Laws** – Suppliers are required to conduct their business activities in compliance with all applicable laws and regulations, including laws that are applicable to individuals and entities receiving Medicare, Medicaid and other federal funds.

**Business Record Retention** – CLHG-Winn, LLC requires suppliers to retain and make available records related to business with CLHG-Winn, LLC in accordance with applicable law, regulation, and contract requirements.

**Fraud, Waste and Abuse (“FWA”)** – CLHG-Winn, LLC will promptly investigate any reports of alleged violations of law, regulations or CLHG-Winn, LLC policies involving a supplier or a supplier’s personnel, including allegations of FWA involving federal or state health care programs. Suppliers are expected to fully cooperate in such investigations and, where appropriate, in taking corrective actions in response to confirmed violations. The Federal False Claims Act and similar state laws make it a crime to present a false claim to the government for payment. These laws also protect “whistleblowers” – people who report noncompliance or fraud, or who assist in investigations, from retaliation. CLHG-Winn, LLC policy prohibits retaliation of any kind against individuals

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exercising their rights under the Federal False Claims Act or similar state laws.

**Deficit Reduction Act of 2005 (“DRA”) Requirements** – The DRA requires CLHG-Winn, LLC to provide detailed information to its employees, contractors and agents regarding the Federal False Claims Act and applicable state false claims laws. Suppliers are responsible for reviewing the False Claims Act Information section of the CLHG-Winn, LLC. *Code of Conduct* available at <http://www.winnparishmedical.ahmgt.com> and for sharing this information with your employees conducting business with CLHG-Winn, LLC.

**Government Contractor Requirements** – For those CLHG-Winn, LLC affiliates which are a federal government contractor, supplier acknowledges that the clauses regarding equal employment opportunity and affirmative action contained in 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) shall apply. These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered federal government contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**Supplier Diversity Program** – CLHG-Winn, LLC has a long tradition of support for programs that foster diversity in our organization, and in our communities. Where applicable, CLHG-Winn, LLC expects its suppliers to mirror our commitment, through subcontracting opportunities with diverse businesses and providing information to CLHG-Winn, LLC on supplier diversity when requested.

**Eligibility to Participate in Federal and State Health Care Programs** –CLHG-Winn, LLC will not conduct business with any supplier excluded, debarred, or ineligible to participate in federal or state health care programs such as Medicare and Medicaid, or whose officers, directors or employees are excluded from participating in federal or state health care programs. Suppliers are responsible for taking all necessary steps to ensure personnel involved in providing goods and services to CLHG-Winn, LLC directly or indirectly, remain eligible to participate in federal and state health care programs.

**Visitation Policy** – When visiting CLHG-Winn, LLC facilities, suppliers must comply with applicable Supplier visitation protocol. Supplier representatives are required to schedule appointments and/or adhere to scheduled visit/service times prior to visiting any CLHG-Winn, LLC medical facility. Representatives will be required to state the area to be visited, and visits must be restricted to those location(s) only. Supplier company badges/identification must be worn at all times.

**Conflicts of Interest** – Conflicts of interest, in which a CLHG-Winn, LLC employee relationship with a supplier conflicts, or could appear to conflict, with CLHG-Winn, LLC business interests, must be avoided. We recognize there are circumstances in which a member of a CLHG-Winn, LLC employees' family or household may work for a supplier. CLHG-Winn, LLC requires our employees to disclose such relationships in a timely manner. We also expect our suppliers to bring any actual, potential, or perceived conflicts of interest to the attention of a CLHG-Winn, LLC high-level representative, other than the person who has a relationship with the supplier. employees are not permitted to work for a supplier if CLHG-Winn, LLC is a customer of the Supplier.

**Gifts** – CLHG-Winn, LLC recognizes that the cost of gifts, including meals, entertainment, and social activities provided by suppliers is ultimately borne in the cost of products and services we purchase. Consistent with our mission to be faithful stewards of our resources, CLHG-Winn, LLC discourages suppliers from providing any gifts or other items of value to our employees, physicians or contractors working in CLHG-Winn, LLC. The following items are never acceptable:

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- Gifts given to CLHG-Winn, LLC Personnel for the purpose of influencing a purchasing and contracting decision;
- Gifts that reasonably could be perceived as a bribe, payoff, deal, or any other attempt to gain a competitive advantage;
- Cash or items redeemable for cash such as checks, gift cards, stocks, etc.;
- Gifts to or from government representatives;
- Gifts or other incentives given for the purpose of encouraging or rewarding patient referrals;
- Gifts that may violate a law or regulation.

The above requirements do not apply to meals and refreshments provided in connection with a conference or other educational program sponsored by a supplier for the benefit of all attendees.

**Sponsored Events** – CLHG-Winn, LLC employees may attend supplier sponsored local or out-of-town programs, workshops, seminars and conferences that have a legitimate educational purpose or otherwise support a CLHG-Winn, LLC business objective (e.g. product training) provided such events are infrequent (i.e. no more than once annually) and CLHG-Winn, LLC, not the supplier, pays for any related travel and overnight lodging costs.

**Fundraising** – CLHG-Winn, LLC employees with responsibilities for ongoing business relationships with suppliers, including the negotiation or selection of suppliers, are prohibited from solicitation and fund-raising activities with suppliers.

CLHG-Winn, LLC **employees are not allowed to solicit gifts, entertainment or meals from suppliers at any time.** Suppliers who encounter situations where CLHG-Winn, LLC employees are in violation of this policy are expected to **contact the [www.lighthouse-services.com/ahmgt](http://www.lighthouse-services.com/ahmgt) Compliance Hotline at 1-844-477-0008.**

**Infection Control Policies** – Supplier personnel whose activities require access to direct patient care environments are required to adhere to CLHG-Winn, LLC infection control policies applicable to the organizations visited.

**Environmental Purchasing Policy** – CLHG-Winn, LLC. is committed to purchasing products and services whose environmental impacts are healthier for the environment and human health. CLHG-Winn, LLC expects suppliers to develop price competitive, environmentally sound, and safe products and services that help us achieve these objectives.

**Product Samples** – With the exception of drug samples provided to a physician office or clinic, supplier product samples may not be provided without the advance review and approval of CLHG-Winn, LLC

**Publicity** – Suppliers are not permitted to distribute advertising, press releases, or any other general public announcement regarding its products or services to CLHG-Winn, LLC facilities unless you have obtained prior written authorization from CLHG-Winn, LLC

**Physician Owned Distributorships** – CLHG-Winn, LLC. will not purchase or enter into agreements for the purchase of products or supplies, including, but not limited to pharmaceuticals, implants, instruments and other medical devices, from Physician-Owned Distributorships ("PODs") or similar entities that maintain ownership or investment interests held by physicians and/or immediate family members of physicians on the medical staff of a CLHG-Winn, LLC organization. Suppliers are required to disclose to CLHG-Winn, LLC any such ownership or investment interests in their companies.

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CLHG-Winn, LLC **Code of Conduct and Compliance Hotline** – The CLHG-Winn, LLC *Code of Conduct* describes behaviors and conduct expected of all CLHG-Winn, LLC Personnel. The CLHG-Winn, LLC, Inc. *Code of Conduct* can be found at <http://www.winnparishmedical.ahmgt.com>. Suppliers may use the Compliance Hotline to report any actual or suspected violations of this Code of Conduct including FWA matters, safety concerns, or other matters, on an anonymous basis without fear of retaliation. The Compliance Hotline is available 24 hours a day, 365 days a year at **1-844-477-0008**. Suppliers may also file reports online at [www.lighthouse-services.com/ahmgt](http://www.lighthouse-services.com/ahmgt) .

**Resources** – For more information on CLHG-Winn, LLC visit the CLHG-Winn, LLC web site at <http://www.winnparishmedical.ahmgt.com>.

**Vendor/Supplier Acknowledgement Form**

Company/Vendor/Supplier Name listed on contract: \_\_\_\_\_

In signing this document, I acknowledge that I have received the contracting facility Supplier/Vendor Code of Conduct and agree to abide by its contents.

Authorized Vendor/Supplier Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

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