



Kaiser Permanente Forms

Due to our contract with Kaiser Permanente; the following forms are required to be signed and returned to Dynamic Language before any Kaiser Permanente assignments can be accepted.

The following forms must be read, signed, and returned; acknowledging that the independent contractor has accepted and understood Kaiser Permanente's policy for service suppliers.

The forms included are as follows:

- Kaiser Permanente Appearance Standards
- Kaiser Permanente Confidentiality and Security Agreement
- Kaiser Permanente Vendor Code of Conduct
- Kaiser Permanente Supplier Visitation Policy

Please contact Dynamic Language for any assistance.

EXHIBIT J
APPEARANCE STANDARDS

General appearance guidelines for all interpreters providing professional services for Kaiser:

- Business appropriate attire is the standard.
- Name badges or identification with name and photo are to be worn at all times. Badges should be worn in a location that is easily viewable.
- Clothes are well fitted, clean and pressed.
- Good personal hygiene habits are used, including clean, neatly groomed hair and conservatively trimmed facial hair.
- Personal fashions and ornamentation not appropriate to the business setting or that jeopardize the safety of patients or fellow staff members are not tolerated.
- Jewelry and cosmetics may be used conservatively and in moderation.
- No use of fragrances or other scented products in consideration of patients and staff.
- Personal body art should not be visible while in the work environment
- No visible body piercing other than earrings will be allowed.
- Hose or socks are to be worn by all personnel.

Specific business attire choices (DO):

- Pants: dress slacks and business appropriate full-length pants in material other than denim. Knee-length culottes that flow like a skirt.
- Business appropriate skirts and dresses.
- Tops: dress shirts with or without ties, business appropriate blouses or tops covering midriff and cleavage, collared casual shirts, sweaters, and dress knit shirts. All shirts/tops must have sleeves or be covered by a sweater or jacket.
- Sport and suit jackets.
- Shoes: dress shoes, dress sandals, loafers, and athletic shoes or deck shoes.
- Denim shirts, skirts, vests, dresses, jumpers and sport jackets.

Specific unacceptable attire choices (DON'T):

- Lab coats, scrubs, and clinical uniforms are not appropriate for interpreters unless for infection control purposes as directed by local staff.
- Shorts, cargo pants, capri pants or leggings.
- Hip hugger pants or skirts that expose the midsection or underwear.
- Facial, tongue or other visible body piercing, other than business-appropriate earrings.
- Visible body art.
- Unnatural hair colors (i.e.: Jell-O purple, blue, green, pink, bright red, and bright orange).
- Denim pants or jeans of any color or fabric.
- Hats, caps, sweat clothes, fleece garments or other outerwear.
- Bare legs or feet.
- Advertising prints, cartoon prints or sayings.
- Bra-less appearance, sheer or too tight clothing that exposes undergarments or lack of.
- Short skirts or skirts with slits more than 2" above the top of the knee cap.
- Undershirts worn as an outer garment

By my signature below, I confirm that I have received and understand Kaiser's Appearance standards. In addition, I confirm that:

- I understand that these standards apply to my professional services provided for Kaiser.
- I understand that I must personally comply with these standards.
- I understand that any violation of these standards may result in my immediate dismissal from a Kaiser assignment and I may be prohibited from providing services for Kaiser permanently.

Signature

Printed Name

Date

Vendor Code of Conduct

Kaiser Permanente¹ strives to comply with all applicable laws, regulations, and Kaiser Permanente policies and to demonstrate high ethical standards in our business practices. Our Vendors² play an integral role in helping to reach these goals. We have created the Vendor Code of Conduct to communicate the minimum standards by which all Vendors are expected to conduct themselves when providing goods and services to Kaiser Permanente. Please share this Vendor Code of Conduct with your employees.

Compliance with Laws – Vendors are expected to conduct their business activities in compliance with applicable laws and regulations, including laws that are applicable to individuals and entities receiving federal funds. Vendors are also expected to take appropriate action against their employees and contractors who have been found to have violated the law or the Vendor's policies.

Kaiser Permanente Principles of Responsibility and Compliance Hotline – The Kaiser Permanente *Principles of Responsibility* is the code of conduct for KP Personnel³ in their daily work and is available to Vendors. Vendors are expected to report any suspected wrongdoing. The Kaiser Permanente Compliance Hotline is a convenient and anonymous way for Vendors to report suspected wrongdoing, including fraud, waste, and abuse, safety concerns, and compliance violations, without fear of retaliation. It is available 24 hours a day, 365 days a year. Our toll free Compliance Hotline number is **1-888-774-9100**. Appropriate action is taken against those found to have violated applicable law or Kaiser Permanente policy.

Privacy and Security – Kaiser Permanente and its Vendors are required to maintain the privacy and security of the information of Kaiser Permanente members and KP Personnel in accordance with federal and state laws and Kaiser Permanente's privacy and security policies.

- If a Vendor's business relationship includes access to credit card data, the Vendor must meet requirements of the PCI Security Standards Council®.
- If a Vendor's business relationship with Kaiser Permanente requires access to or the disclosure of Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, the Vendor may be required to sign Kaiser Permanente's business associate agreement.

Vendors are responsible for assuring that all Vendor employees and contractors who provide products and/or services to Kaiser Permanente know about and comply with these privacy and security requirements. Vendors are required to report privacy and security incidents to the Kaiser Permanente Compliance Hotline at **1-888-774-9100**.

Gifts and Business Courtesies – Kaiser Permanente discourages Vendors from providing gifts, meals, entertainment, or other business courtesies to KP Personnel. The following items are never acceptable:

- Gifts or entertainment that exceed \$25.00 in value
- Gifts, meals or entertainment that are given on a regular basis
- Cash or cash-equivalents, such as checks, gift certificates/cards, stocks, or coupons
- Gifts or entertainment that violate the law or Kaiser Permanente policy
- Gifts or entertainment that reasonably could be perceived as a bribe, payoff, deal, or any other attempt to gain advantage
- Gifts or entertainment given to KP Personnel involved in Kaiser Permanente purchasing and contracting decisions

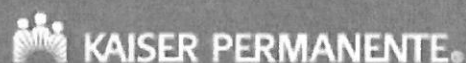
Some Kaiser Permanente organizations have adopted stricter limits on acceptance of gifts and business courtesies, in which case, the Vendor must follow the more stringent policy. For example, KP Personnel working in the Northern California Region are not permitted to accept gifts or entertainment of any kind or value.

Conflicts of Interest – Conflicts of interest between a Vendor and KP Personnel, or the appearance thereof, should be avoided. When an actual, potential, or perceived conflict of interest occurs, that conflict must be disclosed, in writing, by the Vendor to a person in authority at Kaiser Permanente other than the person who has the relationship with the Vendor. KP Personnel are not permitted to work for a Vendor if Kaiser Permanente is the client.

Fraud, Waste and Abuse (FWA) – Kaiser Permanente will investigate allegations of Vendor FWA, and,



Compliance Hotline 1-888-774-9100 • Compliance Online kp.org/compliance



where appropriate, will take corrective action, including but not limited to civil or criminal action. 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. Kaiser Permanente policy prohibits retaliation of any kind against individuals exercising their rights under the Federal False Claims Act or similar state laws.

Ineligible Vendors — Kaiser Permanente will not do business with any Vendor if it or any of its officers, directors or employees is, or becomes, excluded by, debarred from, or ineligible to participate in any federal health care program, or is convicted of a criminal offense in relation to the provision of health care. Kaiser Permanente expects each Vendor to assume full responsibility for taking all necessary steps to assure that its employees involved in providing goods and services to Kaiser Permanente, directly or indirectly, have not been or are not currently excluded from participation in any federal program.

Non-Discrimination — Kaiser Permanente does not discriminate on the basis of sex, age, race, color, religion, national origin, sexual orientation, gender identity, disability, or veteran status. Kaiser Permanente strives to follow federal and state non-discrimination laws and regulations and requires Vendors to follow non-discrimination regulations applicable to them.

Environmental Purchasing Policy — In support of our mission to improve the health of our members, patients, KP Personnel, and the communities we serve, Kaiser Permanente is committed to purchasing products and services whose environmental impacts are healthier for the environment and human health. Kaiser Permanente expects Vendors to develop price competitive, environmentally sound, and safe products and services that help us achieve our environmental purchasing objectives.

Supplier Diversity Program — Kaiser Permanente has a long tradition of support for programs that foster diversity in our organization and in our communities. Where applicable, Kaiser Permanente expects its Vendors to mirror our commitment through subcontracting opportunities with diverse and veteran-owned businesses.

Visitation Policy — When visiting Kaiser Permanente facilities, Vendors must comply with the applicable Kaiser Permanente supplier visitation policies which are available at facilities upon request. Vendor representatives are required to schedule appointments and must register prior to visiting any Kaiser Permanente medical facility. Representatives will be required to state the area to be visited and visits must be restricted to those location(s) only. Visitor badges provided by the facility must be worn at all times.

Publicity — Vendors are not permitted to distribute advertising, press releases, or any other general public announcement regarding its products or services in Kaiser Permanente facilities unless you have obtained prior written authorization from an authorized Kaiser Permanente management employee. A Vendor is not permitted to use the names, trade names, service marks, trade dress or logos of Kaiser Permanente in any advertising, publicity, on the internet or otherwise without first obtaining Kaiser Permanente's consent.

Business Record Retention — Kaiser Permanente requires Vendors to retain and make available records related to business with Kaiser Permanente in accordance with applicable law, regulation, and contract requirements.

Resources — For more information on Kaiser Permanente's policies, contact your contract manager or visit Kaiser Permanente's Vendor compliance Web site at: <http://supplier.kp.org/compliance/index.html>.

As used in this Vendor Code of Conduct

¹ “Kaiser Permanente” consists of the entities participating in the integrated health care delivery organization doing business as Kaiser Permanente® and its affiliates, which includes, without limitation, Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, The Permanente Federation, the Permanente Medical Groups, Kaiser Permanente Insurance Company, Kaiser Permanente Ventures, and all subsidiaries and successors of the foregoing.

² “Vendor(s)” include any contractors, manufacturers, suppliers, distributors, wholesalers, service companies, and other businesses that provide, or seek to provide, products and/or services to Kaiser Permanente and/or Kaiser Permanente members or patients. Vendor(s) does not include contractors who provide direct medical services (e.g., physicians and hospitals).

³ “KP Personnel” means Kaiser Permanente physicians, employees, volunteers and contingent staff.



KAISER PERMANENTE.

Confidentiality and Security Agreement



Kaiser Permanente – Washington Region

This Agreement applies to all users of Kaiser Permanente information systems. "Kaiser Permanente" means Kaiser Foundation Hospitals, Kaiser Foundation Health Plan, Inc., Kaiser Foundation Health Plan of Washington, Kaiser Permanente Insurance Company, The Permanente Federation, the Permanente Medical Groups, and the subsidiaries, partners and successors of the foregoing. I understand that as a user of Kaiser Permanente information systems, I may have access to non-public, confidential information related to the operations of Kaiser Permanente and I acknowledge my legal and ethical obligations to protect the confidentiality of all such information. Kaiser Permanente's confidential information includes, but is not limited to, the following:

- Patient/member/enrollee/participant health care and financial information, including but not limited to, medical records, credit card and banking information, health plan information, billing and accounts information, claims data, and peer review activities;
- Private employee, personnel, compensation, financial, and health care information;
- Business information relating to Kaiser Permanente and its affiliates and subsidiaries, including but not limited to fiscal, proprietary, research, sales and marketing, planning, risk management, legal, health plan, management information, software and trade secrets.

The above will be referred to as "Kaiser Permanente Information" throughout this Agreement.

By signing below, I acknowledge that I have read and understand this Agreement and hereby agree to comply with its terms. I acknowledge this Agreement is legally binding and that compliance with its terms is a condition of my employment or service contract with Kaiser Foundation Health Plan of Washington, Kaiser Foundation Health Plan of Washington Options, Inc. or Washington Permanente Medical Group and my obligations set forth in this Agreement continue after the termination of such employment or service contract.

Signature: _____ Date: _____
Name: _____ Employee ID: _____ User ID: _____
Department: _____ Manager: _____

POLICIES AND INCIDENT REPORTING

I will comply with all Kaiser Permanente privacy, confidentiality, and security policies and procedures. If I have questions about these policies or my obligations, I will consult with my manager or the Privacy Office.

I will complete all required privacy, confidentiality and security training within the required timeframes.

I will immediately notify my manager and the Privacy Office of any actual or suspected privacy, confidentiality or security policy violations, whether intentional or accidental, including, without limitation, compromised passwords and inappropriate use, access or disclosure of Kaiser Permanente Information.

I will cooperate with privacy and security incident investigations.

OWNERSHIP OF INFORMATION

I agree that the Kaiser Permanente Information I access during the course of my employment or relationship with Kaiser Permanente is owned by and belongs to, or is used under license by, Kaiser Permanente. This includes information that I receive, create, transmit, or store on or through Kaiser Permanente information systems or that is maintained for Kaiser Permanente by third parties.

I agree that I do not have any expectation of privacy with respect to my use of Kaiser Permanente Information and Kaiser Permanente information systems. I understand that at any time, with or without notice, Kaiser Permanente may audit, investigate, monitor, access, and disclose information related to my use of Kaiser Permanente Information and/or its information systems, network and Internet access.

I agree that Kaiser Permanente has the right to access, copy, and make unlimited use of any data which I receive, create, store or transmit, regardless of where such data is stored. I further agree to provide Kaiser Permanente access to any such data stored on media in my personal possession, whether or not the storage media is owned by Kaiser Permanente.

AUTHORIZATION TO ACCESS, CREATE, USE, AND DISCLOSE INFORMATION

I understand that my access to Kaiser Permanente information systems is granted by Kaiser Permanente in order for me to perform my job/contractual duties. I will access, create, use, or disclose Kaiser Permanente Information only if there is a legitimate business reason for such access, creation, use or disclosure, and I will limit the information accessed, created, used, or disclosed to the minimum amount necessary to accomplish my duties. I will differentiate my role as a business user of Kaiser Permanente information systems from my personal use as a Kaiser Permanente patient, member or employee by complying with the following:

- I will follow Kaiser Permanente's established processes for accessing information as a Kaiser Permanente member, patient or employee; e.g., through the use of the Kaiser Permanente Member website or official release of information procedures, or as an employee through employee self-service portal, and will not use my business access for personal purposes.
- I will not use my job-related access to Kaiser Permanente information systems to view information about my family members, friends, co-workers, or others for personal purposes. I understand that if I access my own or a family member's health information for personal purposes through any means other than Kaiser Permanente's established processes for patient or member access to such information, my employment or contractual relationship with Kaiser Permanente may be terminated.
- I will use secure messaging on the Kaiser Permanente Member website (and not staff messaging) when communicating as a patient with my Kaiser Permanente provider.

If I use Health Information Exchange functionality, I will only use it for treatment purposes. Health Information Exchange functionality means Kaiser Permanente health information system functionality or connectivity that enables the transmission of health information among organizations including, without limitation, Epic Care Everywhere, Epic Care Elsewhere, Epic Galaxy Wide Net, OneHealthPort HIE, eHealth Exchange, and SureScripts.

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CONFIDENTIALITY

In the course of my work I may see or hear confidential information about Kaiser Permanente patients and members, or about Kaiser Permanente business. I recognize my legal and ethical obligations to protect the confidentiality of all Kaiser Permanente Information. I will not disclose Kaiser Permanente Information to unauthorized individuals. This includes discussing information in public areas and on the internet or in social media in a manner that unauthorized individuals may hear or see.

SECURITY

I will secure Kaiser Permanente Information against loss or misuse, and unauthorized access, disclosure, modification, or destruction by complying with the following:

- I will comply with and not attempt to circumvent security configurations or security policies or standards in any Kaiser Permanente information system.
- I will not share or expose my password or allow others to use my user ID or passwords. I will only use my assigned user ID and password to access Kaiser Permanente Information and information systems that I am specifically authorized to access.
- If I use a portable electronic device, such as an iPhone, laptop, or tablet, to access Kaiser Permanente Information, I will do so in accordance with Kaiser Permanente security policies and standards. I agree to implement appropriate measures to secure the portable electronic device to prevent unauthorized access to or disclosure of Kaiser Permanente Information including, password protection and, as appropriate, encryption.
- If I choose to synchronize my Personally Owned Device to Kaiser Permanente systems, I will read and acknowledge the terms and conditions under the *"Kaiser Permanente Email/Calendar Synchronization for Personally-Owned Devices Program Participant Agreement."*
- I will comply with Kaiser Permanente policy and standards when transmitting confidential information over fax, e-mail, secure messaging, staff messaging, or secure file transfer.
- I will print information from Kaiser Permanente information systems only when necessary for a legitimate business purpose. I acknowledge that I am accountable for the physical security of all information I print.
- I will not copy, move, or store Kaiser Permanente Information to non-Kaiser Permanente systems or removable storage media (flash drives, portable hard drives, etc.) without prior documented approval from the Kaiser Permanente Technology Risk Organization.
- If I have a legitimate business purpose to take any Kaiser Permanente Information off Kaiser Permanente premises, I will only do so with permission from my manager. I acknowledge my duty to protect such data from loss or unauthorized disclosure.
- I will follow Kaiser Permanente policy and standards regarding confidential waste, as well as departmental policies and procedures for disposing of confidential information.
- I will not ask any other person to access Kaiser Permanente Information on my behalf that I am not permitted to access on my own and will, likewise, not access Kaiser Permanente Information for others that they are not permitted to access on their own, except in accordance with established processes for accessing information as a Kaiser Permanente member, patient or employee.

INTELLECTUAL PROPERTY

I agree and acknowledge that all work product including, but not limited to, concepts, works, inventions, information, drawings, designs, programs, code or software developed by me, whether alone or with others, and whether completed or in-progress, created at any time, including prior to the date hereof, in connection with my employment with Kaiser Permanente (collectively, "Work Product") shall be the exclusive property of Kaiser Permanente. Kaiser Permanente owns and will own all right, title and interest (including, but not limited to, all marks, trade secrets, copyrights, patents, and other intellectual property rights) (collectively, "Proprietary Rights") in such Work Product. I agree that the Work Product is and shall be a "work made for hire" to the fullest extent permitted by law, with all copyrights in the Work Product owned by Kaiser Permanente.

To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, I hereby irrevocably transfer, assign, and convey to Kaiser Permanente all right, title and interest in and to the Work Product, including, but not limited to, all Proprietary Rights in and to any inventions and designs embodied in the Work Product or developed in the course of my creation of the Work Product. This transfer, assignment and conveyance of rights shall include, without limitation, the following: all rights to reproduce said Work Product in copies, to prepare derivative works, and to distribute copies to the public by sale and other transfer of ownership to the full end of the term for which copyrights are granted, and free and clear of any liens, claims or other encumbrances. I agree to execute at any time all such papers and documents as may be advisable, in Kaiser Permanente's opinion, in order to protect, assign, record, renew, or otherwise effectuate the rights herein. I appoint Kaiser Permanente as my attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest. I waive, for me, my heirs, successors and assigns, my right to terminate this assignment at any time during the term of the copyright. I acknowledge that I hold no copyright in the Work Product and will have no right to reproduce, prepare derivative works, or distribute copies of the Work Product.

This agreement regarding the assignment of my rights to certain intellectual property does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Kaiser Permanente was used and that was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of Kaiser Permanente, or (ii) to Kaiser Permanente's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for Kaiser Permanente. To the extent the terms of this "Intellectual Property" section conflict with the terms of another agreement governing Kaiser Permanente's ownership of Work Product and Kaiser Permanente's Proprietary Rights therein, the terms of the other agreement shall control.

DISCLOSURE OF TRADE SECRETS

Under the federal Defend Trade Secrets Act of 2016, an individual cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

VIOLATION OF AGREEMENT

I understand that my failure to comply with any part of this Agreement may result in disciplinary or other action, including denial of access to Kaiser Permanente Information, and/or termination of my employment, contract or affiliation with Kaiser Permanente, Kaiser Foundation Health Plan of Washington Options, Inc., or Washington Permanente Medical Group, or my right to practice in Kaiser Permanente medical offices and buildings. I understand that, in some circumstances, Kaiser Permanente may report violations of this agreement to the appropriate regulatory agency or other federal, state or local law enforcement authorities.



KAISER PERMANENTE®

Supplier Representative Visitation Policy

Dear Supplier Representative,

Welcome to Kaiser Permanente. We appreciate the interest that you have in providing products, services or equipment to our facilities. Kaiser Permanente's National Materials Leadership Team, with representation from all Kaiser Regions, has developed the following visitation policy for Supplier Representatives of medical and non-medical equipment, supplies, and non-provider services. Each Kaiser Permanente Region has a regional specific Supplier Representative Visitation Policy. Your regional Supplier Representative will need to contact the Regional Kaiser Permanente Materials Management department and review and sign the regional specific Supplier Visitation Policy.

This document does not include our policy for pharmaceutical vendor visitation.

CONTACTING HEALTH CARE PROVIDERS

All Supplier Representatives must have a scheduled appointment with a specific individual. Unscheduled visits are not permitted. Regardless of appointment status, all Supplier Representatives must check in prior to proceeding to the individual's office or work area. Cold calls are expressly forbidden.

A list of individuals who do not wish to be called upon will be provided by the Regional Kaiser Permanente Materials Management Department. This list is location specific. Supplier Representatives should not attempt to make appointments with these individuals.

Electronic transmission within Kaiser Permanente facilities by Supplier Representatives, or promotional agencies or individuals acting on behalf of Supplier, is prohibited. Fax machines, electronic mail systems, voicemail systems etc., in our facilities are essential supports for patient care, and may not be used for promotion.

HIPAA

All visitors to Kaiser Permanente facilities must be compliant with Federal Health Insurance Portability and Accountability Act (HIPAA) regulations related to protecting and keeping confidential Protected Health Information (PHI).

All Supplier Representatives who have contact with Health Care Providers must be certified by their company as HIPAA compliant and meet Kaiser Permanente's requirements.

REGISTRATION

All Supplier Representatives must register prior to visiting any area of the medical facility and present certification of health screening.

This registration only applies to the date and area or person specified, and does not provide authorization to visit other areas.

"Cold calls" whether in person or by phone or e-mail are not permitted.

The following information will be requested each visit: Date, Name, Company, equipment/product(s) to be detailed, Name(s) of person(s), department(s) to be visited.

VISITOR BADGES

Upon registration, each Supplier Representative will be provided a "Visitor" badge, which must be worn at all times while in the facility. In addition, representatives must also wear their official company badge during each visit.

RESTRICTED AREAS

Supplier Representative activities are confined to non-patient care areas unless accompanied by a Health Care Provider or department manager. Restricted areas may include:

- All patient areas and nursing floors,
- Ambulatory Surgery Center (ASC), Surgery/Operating Rooms
- Emergency Department
- Physician offices and lounge areas
- Mailroom and copy rooms
- Employee lounges or break rooms
- Supply storage areas
- Central Sterile Processing

HEALTH SCREENING

Prior to entering an Operating Room/Surgery Center, Sales Representative shall be in satisfactory health (i.e. free of communicable diseases, have no fever, cough or runny nose).

FACT SHEET

Supplier Representatives may receive a

Manufacturer's Fact Sheet and be asked to complete and update the sheet as needed.

KAISER PERMANENTE PRODUCT STANDARDIZATION

Kaiser Permanente has established contract standards for products and actively supports the use of National contracts. Non-standard products and services in competition with Kaiser Permanente standards may not be detailed unless approved by the Regional Kaiser Permanente Materials Management Department.

Accompanying medical literature reprints, for such a product, must denote on the literature that the product is non-standard according to Kaiser Permanente. Duplicate copies of sales information must be provided to the Regional Kaiser Permanente Materials Management Department.

Supplier Representatives are prohibited from;

- Providing comparative cost information to Kaiser Permanente Health Care Providers, as Supplier Representatives do not have access to Kaiser Permanente acquisition costs and therefore cannot provide meaningful comparisons between their products and competitive items
- Communicating contract specific information prior to the formal announcement by Kaiser Permanente
- Distributing pens, posters, pamphlets, booklets, and other promotional materials for non-standard equipment and products as defined by Kaiser Permanente
- Inaccurately representing contract agreement language, terms and conditions, etc.
- Completing or participating in the completion of standard equipment and product exception request in any manner.

EVALUATIONS, SAMPLES, AND LOANERS

Product samples will be requested by the Regional Kaiser Permanente Materials Management Department ONLY, and may not be left with any Health Care Provider to be trialed. ALL trial samples and/or equipment evaluations will be requested through the use of

a no charge purchase order.

All samples will be at no charge; invoices for samples will not be honored. If payment is expected for a product being left at the facility, a purchase order must be obtained from the Regional Kaiser Permanente Materials Management Department prior to leaving the facility. Trial results will be shared regionally and nationally within Kaiser Permanente.

"Loaner" equipment must be clearly identified and delivered to the facility and contact noted on the purchase order. Equipment must be clearly tagged with the name of the company who owns it. The company loaning the equipment will be responsible for damage and routine repairs, and assume liability for any damages claimed by a patient in connection to its use.

Delivery of loaner equipment to the medical facility must be arranged to allow adequate time for Kaiser Permanente Biomedical Engineering personnel to perform all necessary tests and approve the equipment for use. Removal of loaner equipment is the responsibility of the Supplier. The cost of supplies associated with loaner equipment must be pre-approved by the Regional Kaiser Permanente Materials Management Department. Invoices not pre-approved will not be honored.

Supplier Representative must clearly communicate the status of FDA clearances and other relevant clearances of any product being left at the facility.

PURCHASE ORDERS

Kaiser Permanente makes its commitments using purchase orders. Only the Regional Kaiser Permanente Materials Management Department is authorized to make purchases on behalf of the facility.

DELIVERIES

Deliveries of all supplies and equipment must be made through the Receiving Department unless otherwise instructed by the Regional Kaiser Permanente Materials Management Department. Failure to properly deliver could result in late or non-payment of your invoice.

PRODUCT FAIRS/DISPLAYS

Supplier Representatives are prohibited from displaying their products in public areas, including lobbies, elevators, cafeteria, or corridors until they obtain approval through Materials Management.

CONFLICT OF INTEREST

Kaiser Permanente's policy on conflicts of interest will be strictly enforced. Offers of cash honoraria or cash equivalents gifts or gratuities of any kind to Kaiser Permanente employees are inappropriate and are strictly prohibited. Promotional or advertising items of nominal value is permitted. Sales Representative is required under this policy to identify any Kaiser Permanente employee who requests cash honoraria or cash equivalents.

PROMOTIONAL ACTIVITIES

Advertising, press releases, or any other general public announcement stating the availability of your products at Kaiser Permanente is strictly prohibited.

SANCTIONS

Failure to observe these regulations may result in revocation of visit privileges for the Sales Representative and/or Company. Revocation of privileges in one facility may result in similar sanctions in other facilities. Loss of privileges may be permanent.

One of the following infractions may result in the immediate suspension of privileges;

- Present in off-limits area
- Failure to register with Operating Room Manager or designee prior to entering the Operating Room area
- Entered Operating Room Suite without proper approval
- Entered Operating Room Suite in unsatisfactory health
- Failure to comply with Federal and Kaiser HIPAA regulations
- Delivered evaluation material, samples, equipment without the use of a valid no charge purchase order
- The use of electronic transmission within Kaiser Permanente facilities (i.e. use of

Kaiser Permanente fax machines, electronic mail system, voicemail systems, etc.)

Three of the following infractions within a 12-month period may result in immediate suspension of privileges;

- Contacting providers listed as not desiring such contact
- Making unscheduled, drop-in visits
- Failed to register
- Leaving unsolicited materials with facility personnel
- Distributing promotional materials, or detailed or exhibited non-standard products, when not requested by Kaiser Permanente personnel
- Provided comparative product cost information
- Detailed a product without FDA or other relevant clearances

I acknowledge that I have reviewed the Kaiser Permanente Supplier Representative Visitation Policy and will comply with the detailed requirements.

NAME

SIGNATURE

DATE