

TOWER HEALTH VENDOR CODE OF CONDUCT

This Vendor Code of Conduct (“Code”) is applicable to the business partners of; Phoenixville TH Entity, LLC; Pottstown TH Entity, LLC; Reading TH Entity (including Reading TH Entity Rehabilitation at Wyomissing), Tower Health at Home, Tower Health Urgent Care, TowerDirect, and Tower Health Medical Group, who provide goods and/or perform services for one or more of the Tower Health entities TH Entity (“TH Entity”). TH Entity recognizes its responsibility to conduct its business in accordance with legal and ethical standards. This Code communicates the minimum standards to which we expect all Vendors to adhere when doing business with any TH Entity. It is Vendor’s responsibility to ensure that all of its personnel, and authorized subcontractors, who conduct business with a TH Entity are apprised of the contents of this Code and conduct themselves accordingly. If a Vendor fails to comply with this Code, it may result in the loss of Vendor’s privileges and exclude Vendor from further transactions with TH Entity.

1.0 Legal Compliance

Vendors must comply with all federal, state, and local laws and regulations, and TH Entity policies applicable to the Vendor’s business and the rendering of services to TH Entity. We expect our Vendors to use good judgment and common sense in complying with all applicable laws, rules, and regulations.

Vendor will immediately report any activity or conduct that it discovers through the course of its services that violates or could violate Tower Health’s Compliance Plan or otherwise raises a compliance concern. Please see Section 17 for reporting instructions.

2.0 Conflict of Interest

Conflicts of interest, or the appearance of conflicts, between Vendor and any TH Entity personnel should be avoided. TH Entity employees must act in the best interests of TH Entity and must have no relationships, financial or otherwise, with any Vendor that might conflict or appear to conflict with the employee’s duty to act in TH Entity’s best interest. If a Vendor’s employee has a family or other personal relationship with a TH Entity employee, or if a Vendor has any business or other relationship with a TH Entity employee, the Vendor must disclose this fact to TH Entity and discuss whether there might be a conflict of interest to resolve. It is not possible to list every type of conflict of interest; however, when in doubt, the Vendor should timely notify TH Entity with the facts of the situation so that we may attempt to mitigate or resolve the conflict.

3.0 Gifts, Gratuities, and Kickbacks

When doing business with TH Entity, Vendors are prohibited from exchanging gifts or gratuities with TH Entity employees beyond common business courtesies. TH Entity employees may accept gifts that do not exceed the value of \$50 in any one-year period. Employees may never accept gifts of cash or cash equivalents. Gifts or items of any value must never be offered to or accepted from government employees.

Under no circumstances is a Vendor allowed to accept or give kickbacks when obtaining or

awarding contracts, services, referrals, goods, or business. A kickback means to willfully offer, receive, request or pay anything of value, even nominal value, in order to induce or reward referrals of business including goods or services.

We expect all Vendor representatives in the pharmaceutical, medical supply, and medical device industries to adhere to the code of conduct on interactions with healthcare professionals as published by the Pharmaceutical Research and Manufacturers of America (PhRMA) and Advanced Medical Technology Association (AdvaMed), as applicable.

4.0 Privacy and Security

TH Entity and its Vendors are required to maintain the privacy and security of TH Entity patients and personnel in accordance with federal and state laws and regulations and TH Entity's privacy and security policies.

Vendors whose work requires access to, the use of, or disclosure of Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act (HIPAA), implementing regulations, and any ensuing amendments, are required to sign TH Entity's Business Associate Agreement or equivalent.

Vendors are responsible for ensuring that their employees and contractors who provide goods and/or services to TH Entity know about and comply with these privacy and security requirements and, as required, sign relevant agreements evidencing the same. Vendors are required to immediately report privacy and security incidents to the Compliance Hotline; see Section 15.

All vendors have a responsibility to manage risk and implement reasonable and appropriate security measures. In the event that a security incident does occur, we expect Vendor to cooperate fully with TH Entity in, and not limited to, any investigation, needed notifications, mitigation, and corrective action, and according to any relevant requirements contained in the Business Associate Agreement between Vendor and TH Entity. Because cybersecurity threat is a critical consideration, we expect that our Vendors will be:

- Continuously analyzing cyber threats and vulnerabilities;
- Exercising due diligence to monitor their environment for any impacts;
- Educating their workforce so everyone understands the importance of security controls and notification; and
- Implementing effective administrative, technical and physical controls and assessing the effectiveness of those controls.

5.0 Proprietary and Confidential Information

Vendors with access to any proprietary or confidential TH Entity information, including but not limited to pricing, costs, operating systems, technology, business plans, and strategy, must sign TH Entity's Non-Disclosure/Confidentiality Agreement, or equivalent.

6.0 Fair Competition

TH Entity expects that Vendor develops and provides its products and services in a fair, ethical, and legal manner.

7.0 Accuracy of Records

Vendors must maintain accurate and complete records of all matters related to its business with TH Entity and shall make these records available to TH Entity in accordance with applicable law, regulation, and contractual requirements. In addition, all records should be stored for the period of time required by relevant laws, rules, and/or regulations.

8.0 Employment and the Workplace

TH Entity expects Vendor to treat all of its employees and TH Entity's employees with dignity and respect. Vendor must not discriminate against, sexually harass, mentally or physically coerce, verbally abuse or threaten any of its or TH Entity's employees.

Vendors are also expected to cooperate with TH Entity in maintaining a work environment free of possession, use, or distribution of alcohol and illegal drugs, or the use of any tobacco products, and are expected to adhere to all OSHA laws. While working on TH Entity's premises, Vendor employees shall abide by TH Entity's rules pertaining to safety and security. TH Entity prohibits all vendors, contractors, visitors and those on its premises from carrying any firearm or weapon, with the exception of on-duty law enforcement or correctional officers.

9.0 Use of TH Entity Physical Assets

Vendors may use TH Entity's property and physical assets only to provide services or to fulfill contractual obligations to TH Entity, with advance permission from TH Entity. This property includes but is not limited to computers, email, internet/intranet, fax, phone and copiers. Vendor and its employees are prohibited from using these assets to send, receive or view inappropriate material including offensive, threatening, biased, or sexually explicit material.

All TH Entity assets must be returned at the termination of Vendor services or whenever requested by TH Entity.

Vendor and its employees will not download any (personal or other) software to TH Entity computers without prior written authorization from the appropriate TH Entity personnel. Copying or unauthorized use of unauthorized software may be a violation of federal copyright laws resulting in civil and/or criminal liability.

Any User IDs and passwords issued to Vendor and its employees are for the exclusive use of the intended recipient, and for the specific business use for which they are issued. User IDs and passwords may not be shared with others and should not be accessible by other unauthorized persons.

Vendors must also promptly report any activities that may compromise the security and confidentiality of TH Entity's data and/or information systems.

10.0 Visitation Policy

Vendor and any subcontractors who are granted access to TH Entity locations understand that access is a courtesy. Admittance to any TH Entity location is a privilege, not a right. Vendor and any of its subcontractors that conduct business with TH Entity must do so in accordance with all TH Entity-established policies and guidelines.

All Vendors visiting a TH Entity location must have a scheduled appointment. Vendor may not make unauthorized, unscheduled, or unaccompanied business visits or meetings within TH Entity. Vendor is in violation of this Code if Vendor goes to another location after completing a scheduled appointment or drops in on staff.

Vendor may not enter any inventory or supply room/area unless escorted by a member of TH Entity staff.

If Vendor or any of its subcontractors enter any patient care areas, they must be a member of IntelliCentrics. In addition, if Vendor or any of its subcontractors will enter any pediatric care or pediatric educational areas, then Vendor, upon request, must provide TH Entity with the results of Child Abuse History Clearance.

Vendors must wear a badge identifying themselves and their company while visiting any TH Entity.

Violations of the Visitation Policy may include:

Level I

- Failure to display identification badge
- Incomplete sign-in process
- Missed appointment requirements

Level II

- Unauthorized product promotion
- Inappropriate communications
- Failure to follow departmental procedures

Level III

- HIPAA violations
- Unauthorized patient care involvement
- Unauthorized photography

Tower Health may impose:

- Verbal warning
- Written warning
- Corrective action plan
- Temporary suspension of access
- Revocation of vendor privileges
- Permanent exclusion from Tower Health facilities

Serious violations may result in immediate access termination.

11.0 Infection Control Policies

Vendor personnel whose activities require access to direct patient care environments are required to adhere to TH Entity's infection control policies and procedures applicable to the areas visited.

12.0 Publicity

Vendors are not permitted to use Tower Health's or TH Entity's name, trademarks, or logos and the like in any promotional or advertising material without TH Entity's prior written consent from an authorized TH Entity employee.

13.0 Government Contracts

Vendors working directly or indirectly on government contracts (for example, Medicare, Medicaid, state or municipal government employee benefit programs, etc.) have a special obligation to know and comply with all the terms of the government contract. In addition, Vendors must not submit false or fraudulent claims for payment, make any false statements or representations, or do business with excluded individuals or entities. Vendors must cooperate fully with any government requests for information.

14.0 Eligibility to Participate in Federal and State Health Care Programs

TH Entity will not conduct business with any Vendor that is 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.

15.0 Reporting Potential Misconduct

A Vendor or any Vendor employee having knowledge of any actual or potential violations of this Code, relevant TH Entity policies, any Vendor contract, or applicable laws and regulations related to work performed for TH Entity, must bring this to the attention of TH Entity by contacting the Tower Health Compliance Hotline, which is available 24 hours a day/seven days a week, by phone (toll-free) at 1-855-261-6653 or online at www.towerhealth.ethicspoint.com.

Tower Health strictly enforces its non-retaliation policy, protecting those who, in good faith, report suspected wrongdoing. Likewise, Vendors must also protect their employees who, in good faith, report potential wrongdoing.

16.0 Fraud, Waste, and Abuse

TH Entity will promptly investigate any reports of alleged violations of law, regulations or TH Entity policies involving a Vendor or Vendor's employees, including allegations of fraud, waste, and abuse involving federal or state health care programs. Vendors 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. TH Entity policy prohibits retaliation of any kind against individuals exercising their rights under the Federal False Claims Act or similar state laws.

17.0 Dealing with Independent Auditors

Vendor will fully cooperate with any review/audit conducted by the Commonwealth of Pennsylvania Department of Health, the Comptroller General, or any other authorized federal, state or local agency.

18.0 Drug and Product Samples

Drug samples are not permitted for inpatients. At no time shall Vendor leave drug samples anywhere within TH Entity. Use of drug samples at a non-TH Entity location is subject to the location’s individual policies and procedures and TH Entity’s policies.

Introduction of new products must be approved in advance by Supply Chain Management. Non-approved products/samples will be confiscated and result in Vendor’s 30-day suspension from the facility.

19.0 Sustainability

We encourage all Vendors to have an effective environmental policy and to endeavor to achieve this policy using the best available techniques; to implement this policy at all levels throughout the company; and to include a commitment to continual improvement in environmental performance, energy efficiency, and waste reduction.

Vendor Certification

By signing below, the Vendor certifies that it:

1. Has received and reviewed this Vendor Code of Conduct.
2. Will comply with the requirements described herein.
3. Will communicate these expectations to relevant employees, contractors, and subcontractors.
4. Will promptly report any known or suspected violations.

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____