

## Government Programs Requirements Short Form

This Government Programs Requirements document is between ("Supplier") and Buyer, together with all schedules, exhibits, work orders, statements of work, order forms, addenda, amendments, riders, and other attachments thereto (collectively, the "Agreement"). The following provisions, are hereby incorporated by reference into the Agreement. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

1.1. Supplier attests to the best of its knowledge, information and belief, there are no past or pending investigations, legal actions, or matters subject to arbitration involving Supplier or any of its employees, contractors (including temporary employees, consultants, volunteers and Downstream Entities (as defined in 42 C.F.R. § 422.2)), governing body members, or major shareholders (5% or more) on matters relating to payments from governmental entities, both federal and state, for healthcare and/or prescription drug services.

1.2. Supplier attests to the best of its knowledge, information, and belief that neither Supplier nor any of its employees, contractors (including temporary employees, consultants, volunteers and Downstream Entities), governing body / members, or major shareholders (5% or more) have been criminally convicted, has had a civil judgment entered against it for fraudulent activities nor is it sanctioned under any federal or state program involving the provision of health care or prescription drug services.

1.3. Supplier attests to the best of its knowledge, information and belief, that neither Supplier nor any of its employees, contractors, (including temporary employees, consultants, volunteers and Downstream Entities) governing body members, or major shareholders (5% or more) appear in the List of Excluded Individuals/Entities as published by the Department of Health and Human Services (DHHS) Office of the Inspector General (hereinafter, "OIG List"), nor in the list of excluded or debarred contractors as published by the General Services Administration in the System for Award Management (SAM) (hereinafter, "GSA List").

1.4. Supplier shall review the OIG List and the GSA List prior to the hiring/contracting of any new employees, contractors (including temporary employees, consultants, and volunteers), Downstream Entities, governing body members, or major shareholders (5% or more), and on at least an annual basis thereafter to ensure that no such persons are excluded or become excluded from participation in federal programs.

1.5. Supplier shall notify Buyer immediately of any change in circumstances (to Supplier's best of its knowledge, information, and belief) occurring after the Effective Date of this Agreement, which would affect Supplier's response to any portion of the attestations contained in paragraphs 1, 2 and 3 of this section.

1.6. Buyer reserves the right to audit Supplier and/or its Downstream Entities and/or to request verification or documentation from same demonstrating that Supplier and its Downstream Entities are in compliance with paragraphs 1 through 4 of t this Section. Upon request, Supplier agrees to provide Buyer with any information necessary for Buyer to conduct checks of the OIG and GSA listings for Supplier's employees, contractors (including temporary employees, consultants, volunteers and Downstream Entities), governing body members and major shareholders (5% or more) or otherwise assist Buyer in documenting compliance with these requirements, including but not limited to, supplying attestations as required in this section.

1.7. Supplier shall require its subcontractors, agents or other Downstream Entities to provide reasonable assurance as evidenced by written contract that such subcontractor, agent or other Downstream Entity shall comply with the same Government Programs requirements and obligations that are applicable to Supplier under this Agreement.

1.8. Supplier agrees to restrict use and disclosure of Medicare Advantage and Part D prescription drug data to only those purposes authorized by Buyer and only when such purposes are directly related to the administration of the respective Medicare Advantage managed care plan or Part D prescription drug plan. Additionally, Supplier shall not add data pertaining to Buyer's Medicare Advantage or Part D prescription drug programs to any normative or other databases used by Supplier unless Buyer has provided explicit written approval.

1.9. Supplier agrees to provide an annual attestation upon request from Buyer documenting its compliance with the Government Programs provisions of this Agreement.