

Date: _____

Main Information

Legal Company Name: (As stated on W9)	
Doing Business As (DBA):	
Tax ID: EIN # or SSN #	
Website:	
DUNS: (For EDI submission)	
Payment Terms:	NET45

Business Address

Corporate HQ Business Address (Street/City/State/Zip)	Payment/Remittance Address (if different from Corporate)
Purchase Order Address (if different from Corporate)	Other Address (i.e., Factor company)

Contact Information (To Place Orders-Sales)

Name	Title	Phone #	Fax #	Email Address

Contact Information (Corporate Management)

Name	Title	Phone #	Fax #	Email Address

Contact Information (For Billing/Payment-Accounts Receivable)

Name	Title	Phone #	Fax #	Email Address

Complete if you use Factor for payment submission.

For remittance address, complete the Business Address section under "Other Address".

Company Name	Phone #	Fax #	Email Address

Supplier General Information

What kind of products/services are offered by your company?		
Has your company previously done business with any of our BHSF entities? If so, please indicate which ones and in what capacity.		
Is your company related to another company? (i.e., Parent or Sister Company). If so, please provide the name and Tax ID #.		
Are you a current BHSF employee? If yes, please contact Audit & Compliance at ContactCompliance@BaptistHealth.net .	YES	NO
Have you ever been a BHSF employee?	YES	NO
If you have been a BHSF employee, please indicate employment period details. (MM/YY)		
Does your company offer reasonable health insurance to employees?	YES	NO
Is your company associated with Premier Group Purchasing Organization?	YES	NO
Does your company carry Business Insurance? If yes, please attach a COI. (Workers Comp, General Liability, Auto Liability, etc.)	YES	NO

BHSF accepts invoice submission via the following methods. Check YES or NO on the below to provide how your company will bill us.

Please note, we do not accept invoices submitted through the United States Postal Service.

Via Email: APInvoices@BaptistHealth.net (PDF Format, One invoice per email.)	YES	NO
Via EDI (Electronic Data Interchange)	YES	NO

If you cannot accommodate any of the above invoice submissions, please contact our Accounts Payable Department at the AP Customer Service email address: APDept@baptisthealth.net

A Purchase Order number must be reflected on the invoices to avoid delay in processing payments.

BHSF provides the following payment methods. Check YES or NO on the below to provide how your company prefers to receive payments.

ePayables Credit Card (Bank of America-Virtual Credit Card)	YES	NO
PayMode-X ACH (Third Party Affiliate) http://www.paymode.com/baptisthealth	YES	NO

If you need assistance in signing up or you cannot accommodate any of the above payment methods, please contact our Banking Team at the AP Payments Customer Service email address: APPayments@baptisthealth.net

Please check (✓) the Type of Contractor that applies:

<input type="checkbox"/>	Domestic Contractor Outside US	<input type="checkbox"/>	Educational Institution
<input type="checkbox"/>	Environmentally Active Business	<input type="checkbox"/>	Foreign/International Supplier
<input type="checkbox"/>	Hospital	<input type="checkbox"/>	JWOD Nonprofit Agency
<input type="checkbox"/>	Large Business	<input type="checkbox"/>	Minority Institution
<input type="checkbox"/>	Nonprofit Organization	<input type="checkbox"/>	Other Small Business
<input type="checkbox"/>	Small Disadvantaged Business (SDB)	<input type="checkbox"/>	State/Local Government
<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>	

Please check (✓) the SDB Program (Small Disadvantaged Business) that applies:

<input type="checkbox"/>	8(a) Contract Award	<input type="checkbox"/>	8(a) with HUBZone Priority
<input type="checkbox"/>	SDB Participating Program	<input type="checkbox"/>	SDB Price Evaluation
<input type="checkbox"/>	SDB Set-Aside	<input type="checkbox"/>	Not Applicable

Please check (✓) other Preference program that applies:

<input type="checkbox"/>	Buy Indian	<input type="checkbox"/>	Directed to JWOD Nonprofit
<input type="checkbox"/>	Small Business Set-Aside	<input type="checkbox"/>	Very Small Business Set-Aside
<input type="checkbox"/>	No Preference/Not Listed	<input type="checkbox"/>	

Please check (✓) Minority Business Enterprise (MBE) Presumed Group that applies:

<input type="checkbox"/>	African American/Black	<input type="checkbox"/>	Asian Pacific Islander
<input type="checkbox"/>	Asian Indian	<input type="checkbox"/>	Hispanic
<input type="checkbox"/>	Native American	<input type="checkbox"/>	Not Applicable

Please check (✓) HUBZONE Program that applies:

<input type="checkbox"/>	Combined HUBZone Price Adjust	<input type="checkbox"/>	Federal Certified
<input type="checkbox"/>	HUBZone Price Evaluation Pref	<input type="checkbox"/>	HUBZone Set-Aside
<input type="checkbox"/>	HUBZone Sole Source	<input type="checkbox"/>	State Certified
<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>	

Please check (✓) Size of Small Business that applies:

<input type="checkbox"/>	50 or less	<input type="checkbox"/>	51 – 100
<input type="checkbox"/>	101 – 250	<input type="checkbox"/>	251 – 500
<input type="checkbox"/>	501 – 750	<input type="checkbox"/>	751 – 1000
<input type="checkbox"/>	1000+	<input type="checkbox"/>	

Please check (✓) Veteran Owned Business that applies:

<input type="checkbox"/>	Service-Disabled Veteran Enterprise (SDVE/DVBE)	<input type="checkbox"/>	Veteran Disability Owned Business Enterprise (V-DOBE)
<input type="checkbox"/>	Veteran Owned Business Enterprise (VOBE)	<input type="checkbox"/>	Veteran Owned Small Business (VOSB)
<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>	

Please check (✓) Diverse Group/ Category that applies:

<input type="checkbox"/>	Disabled Business Enterprise (DBE)	<input type="checkbox"/>	Disabled Owned Business Enterprise (DOBE)
<input type="checkbox"/>	Emerging Small Business	<input type="checkbox"/>	LGBTQ+ Owned Business
<input type="checkbox"/>	Small Business Enterprise (SBE)	<input type="checkbox"/>	Veteran
<input type="checkbox"/>	Women-Owned Business Enterprise (WBE)	<input type="checkbox"/>	Not Applicable

Supplier Business References: (May include your bank, a supplier, insurance company or others. Not Required for Research Related Contracts)

Reference # 1:

Company Name	Corporate HQ Business Address (Street/City/State/Zip)
Contact Name	Contact Phone # / Email address

Reference # 2:

Company Name	Corporate HQ Business Address (Street/City/State/Zip)
Contact Name	Contact Phone # / Email address

Reference # 3:

Company Name	Corporate HQ Business Address (Street/City/State/Zip)
Contact Name	Contact Phone # / Email address

Pledge to protect patient confidentiality

When you are in any of our Baptist Health South Florida facilities assisting us in the use of your devices or when you collect information from us or our patients regarding an FDA-regulated device for which you have responsibility, your actions must be consistent with the privacy of our patients. These expectations arise under the policies and procedures that we have established to implement the federal privacy regulations and applicable state laws. To help ensure that our expectations in regard to our patient's privacy are met, by signing below you agree to:

- Notify our personnel when registering, signing in, or visiting our premises, in accordance with our established procedures.
- Obtain, use and disclose protected health information ONLY as necessary to assist us or a patient using your device or to fulfill your obligations under the Federal Food Drug and Cosmetic Act.
- Seek clarification from the Baptist Health Chief Privacy Officer at 786-596-8850 if you have any questions about whether you may obtain, use or disclose protected health information.
- Guard and maintain the confidentiality of protected health information, including, but not limited to, keeping such information secure, private, and out of public view, and avoiding conversations about such information except as necessary to meet your obligations.
- At a minimum, by executing this pledge, you are agreeing to not record, use, or disclosure any protected health information to which you are incidentally exposed to on our premises without permission.
- Immediately report to the Baptist Health Chief Privacy Officer any uses and/or disclosure that do not comply with applicable law or these confidentiality requirements or any breach or threat to the security of protected health information of which you become aware.

If you have any questions with respect to our expectations or policies, please contact the Baptist Health Chief Privacy Officer at 786-596-8850 or Baptist Health Supply Chain Services at 786-596-6565.

I attest to having read the above pledge and agree to comply with the expectations set forth with the above confidentiality requirements to assist Baptist Health South Florida in protecting health information regarding their patients.

Signature of Company Representative

Company Name

Print Name

Date

Conflict of Interest

The company completing the supplier package certifies that no officer, executive or director of Baptist Health South Florida or its affiliates has received or will receive within twelve (12) months, any compensation, grant, award or item of value in excess of \$ 300.00 in connection with the award of any contract, except as fully disclosed by attachment. Furthermore, the company signing this form certifies that no officer of the company holds a position on the Board of Directors of Baptist Health South Florida, Board of Directors of any Baptist Health South Florida affiliate or serves as an employee of Baptist Health South Florida or any of its affiliates.

Signature of Company Representative

Company Name

Print Name

Date

By signing this Supplier Business Profile package, the Supplier has read, understood, and agrees to adhere to all of the following:

- BHSF Confidentiality Pledge
- BHSF Code of Ethics
- BHSF Compliance Policies
- BHSF Purchase Order Terms and Conditions
- BHSF Supplier Relations Policy/Supply Chain Policies and Procedures
- BHSF Conflict of Interest

Links to the above mentioned documents can be found on the Baptist Health South Florida Supplier website, <https://baptisthealth.net/healthcare-professionals/for-vendorsa>

Signature of Company Representative

Company Name

Print Name

Date

SUPPLIER PROFILE DEFINITIONS

A diverse business has at least 51% ownership, operation, and control by one or more of members of these diverse groups. In the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals (i.e., the management and daily operations are controlled by those diverse group members).

Certification is important. Local, regional, and state governments, and third-party organizations like the National Minority Supplier Development Council (NMSDC), Women Business Enterprise Council (WBENC), confirms the ownership by these diverse groups.

To qualify as a **Minority Business Enterprise (MBE)**, a business must meet certain requirements set by organizations such as the National Minority Supplier Development Council (NMSDC) or local MBE programs administered by cities, counties, or states. Minimum requirements are: (1) a for-profit business located in the United States (2) 51% owned, operated, capitalized, and controlled by a member(s) of a presumed group identified below, who is the top executive officer responsible for managing daily operations. The presumed groups considered Minority Business Enterprises (MBE) are:

1. **AFRICAN AMERICAN/BLACK:** A citizen having origins in any of the Black racial groups of Sub-Saharan Africa and Caribbean natives of African descent are also eligible.
2. **ASIAN INDIAN:** A citizen whose origins are from the Asian Indian region. These countries include Bangladesh; India; Indonesia; Nepal; Pakistan; Sri Lanka.
3. **ASIAN PACIFIC ISLANDER:** A citizen whose origins are from the Asian Pacific region including the following countries: Cambodia; China; Guam; Japan; Korea; Laos; Malaysia; the Philippines; Samoa; Thailand; Tibet; Taiwan; the U.S. Trust Territories of the Pacific or the Northern Marianas, and Vietnam.
4. **HISPANIC:** A U.S. citizen of true-born Hispanic heritage, from any of the Spanish speaking areas of the following South America, and the Caribbean Basin only, Brazilians (Afro-Brazilian, indigenous/Indian only).
5. **NATIVE AMERICAN:** A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and a registered member of a tribe.

Other Diverse Groups:

- **DISABILITY-OWNED BUSINESS ENTERPRISE (DOBE)** is a for-profit business that is at least 51% owned, managed, and controlled by a person with a disability. This ownership requirement applies regardless of whether the business owner employs individuals with disabilities. Non-profit organizations are not eligible for DOBE certification. (Visit DisabilityIn.org)
- **DISABLED BUSINESS ENTERPRISE (DBE):** A business which is 51 percent owned, controlled, operated, and managed by a person(s) with a disability. (Visit US DOT Office of Small and Disadvantaged Business Utilization).
- **HUBZONE:** A historically underutilized small business, at least 51% owned and controlled by U.S. citizens, a Community Development Corporation, an agricultural cooperative, an Alaska Native corporation, a Native Hawaiian organization, or an Indian tribe; headquartered in a Hub, and have at least 35% of its employees living in a HUBZone. (Check SBA.org for updates).
- **LGBTQ+ Owned Business:** The business is at least 51% owned, operated, managed, and controlled by a person or persons who identify as part of the LGBT community (including transgender and non-binary/gender non-conforming individuals) and are either U.S. citizens or lawful permanent residents. (Visit NGLCC.org)
- **SMALL BUSINESS:** A small business is a firm with revenue ranging from \$1 million to over \$40 million and by number of employees from 100 to over 1,500 employees. (Visit SBA.org).
- **SMALL BUSINESS ENTERPRISE (SBE):** SBE certifications are usually issued by the local or state government. Eligibility for certification as a Small Business Enterprise varies depending on the issuer; requirements may relate to number of employees, length of time the company has been in business and the net worth of the company's owner.
- **SMALL DISADVANTAGED BUSINESS (SDB):** A company that is at least 51% or more owned and controlled by one or more disadvantaged persons who are socially and economically disadvantaged. (Visit SBA.org).
- **SERVICE-DISABLED VETERAN DISABILITY-OWNED BUSINESS ENTERPRISES (SDV-DOBE):** These businesses are 51% owned, controlled, operated, and managed by veterans who sustained their disability during their time of service. (Visit DisabilityIn.org and NAVOBA.org).
- **VETERAN OWNED BUSINESS ENTERPRISE (VOBE):** A company that is at least 51% owned, operated, and controlled by a veteran. The Department of Defense issues DD214 to veterans as proof. (Visit SBA.org VetCert Portal and NAVOBA.org).
- **VETERAN OWNED SMALL BUSINESS:** A company that is at least 51% owned, operated, and controlled by a veteran. The veteran owner served on active duty with the Army, Air Force, Marines, Navy, or Coast Guard and was honorably discharged or released. (Visit SBA.org).
- **VETERAN DISABILITY-OWNED BUSINESS ENTERPRISES (V-DOBE):** These businesses are 51% owned, controlled, operated, and managed by veterans, but the disability was not incurred during their time of service. These businesses are 51% owned, controlled, operated, and managed by veterans, but the disability was not incurred during their time of service. (Visit DisabilityIn.org).
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** A company with at least 51% ownership, operation, and control by a woman. (Visit WBENC.org)

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

- 1. DEFINITIONS.**
 - (A) "BHSF":** Baptist Health South Florida, Inc. or such affiliate thereof as may be identified as the buyer on the applicable Purchase Order.
 - (B) "Order" or "Purchase Order":** Purchase order issued and signed by BHSF for the purchase of goods and/or services referring to these Terms and Conditions (which are incorporated therein).
 - (C) "Purchasing Department":** BHSF department which handles all purchases of the goods and/or services of the Order.
 - (D) "Receiving Department":** BHSF department where goods (equipment, supplies, etc.) or services included in the Order are actually received.
 - (E) "Seller":** Person or company to which the Order is directed, and which provides the goods and/or services. "Seller" may include vendors, suppliers and/or manufacturers.
 - (F) "User Department":** BHSF department that will use the goods and/or services of the Order.
- 2. DELIVERY.** All shipments are FOB Destination, with the destination location and other delivery requirements included in the Purchase Order.
- 3. ACCEPTANCE.** All goods and services shall be received subject to BHSF's inspection and rejection at the BHSF designated location(s), including by a complete quality control check in the User Department to the satisfaction of the authorized User Department representative as deemed by the BHSF Corporate Director of Purchasing. Seller shall bear all risk of loss or damages, until such time as received and accepted by BHSF, FOB Destination notwithstanding.
- 4. INQUIRIES.** In the event that there are questions or problems in reference to the shipment, order, payments, all inquiries are to be directed to the BHSF Supply Chain Support Team at supplychainsupport@baptisthealth.net or 786-595-9001.
- 5. PACKAGING AND RECEIVING.** The Purchase Order number must appear on invoices, packing slips and all containers. Failure to do so will delay payment to the Seller. All goods shall be packaged, marked, or otherwise prepared for delivery in accordance with good commercial practices to obtain the lowest transportation rates. Seller shall mark on containers handling and loading instructions, shipping information, order item and this purchase order number, shipment date and addresses of Seller and BHSF. An itemized packing list must accompany each shipment. Seller will include on bills of lading or other shipping receipts correct classification and identification of the Goods shipped in accordance with all applicable governmental rules and regulations, including but not limited to, all applicable Department of Transportation regulations, Buyer's instructions, and carriers' requirements.
- 6. PRODUCT SUBSTITUTION.** Substitution by Seller is not permitted without written approval of the Purchasing Department. Unapproved substitutions will be returned at the expense of Seller.
- 7. CANCELLATION AND TERMINATION.** BHSF may, at any time, give 14 days' notice of the INTENT to terminate the Order (in whole or in part) (with or without cause) explaining the basis for such cancellation. If the basis of such cancellation or termination is without cause, such termination shall take effect upon the fourteenth day following BHSF's notice to Seller. If the basis of such cancellation or termination is for cause, and such grounds for termination have not been cured or removed within 14 days' written notice is given, such termination, shall take effect without liability of any kind to BHSF. If the basis of such termination is for cause arising out of the intentional misconduct, fraud or gross negligence of Seller, such termination shall take effect upon written notice to Seller.
- 8. TOTAL PURCHASE PRICE AND PAYMENT TERMS.** The price indicated on the Purchase Order represents the total purchase price, including installation. No supplemental or incidental payments will be made. Original invoice must be sent electronically to Baptist Health's Accounts Payable Department, APInvoices@baptisthealth.net or via US Mail to: Baptist Health South Florida, Attention: Accounts Payable, PO Box 29002 Miami, Florida 33102. Receipt of payment by Seller is contingent upon Seller's provision of all necessary Documentation and approvals. Unless otherwise stated in the Purchase Order, terms of payment will be forty-five (45) days after invoice is received by BHSF's Accounts Payable Department. Payment shall not constitute an acceptance of any services or goods provided nor will acceptance remove Seller's responsibility for latent defects, warranties, or other obligations.
- 9. FAILURE TO SUBMIT TIMELY INVOICES.** Seller further agrees that any invoices for Services and/or products (including any fees or expenses associated with the Services or products otherwise permitted by this Agreement) shall be submitted to BHSF within and no later than ninety (90) days after the Seller performs or provides the goods and services required by the Purchase Order and or incurs any such associated expense. If Seller fails to submit its invoices within such ninety (90) day period, or to the extent such invoice does not include or omits portions of costs, or appropriate back-up data or documentation in connection with the goods or services provided, Seller agrees that no compensation or reimbursement for such goods or services will be due or payable by BHSF, and the Seller specifically agrees to waive its rights to such compensation or reimbursement.
- 10. OWNERSHIP AND LICENSE RIGHTS.** All information, data, property or other materials furnished by or on behalf of BHSF to Seller hereunder will remain the property and confidential and proprietary information of BHSF (the "BHSF Information"), and Seller shall identify, maintain, preserve, and/or dispose of such material in accordance with BHSF's direction. Seller shall treat all BHSF Information confidentially, use it solely for purposes of providing goods and services hereunder, and may not use it for any other purpose or disclose it to any third parties without the prior written permission of BHSF. Seller's breach of these requirements shall entitle BHSF to obtain specific performance and/or injunctive relief from an appropriate court to enforce these obligations. All materials, software, tools, data, inventions, reports, models, formulas, macros, works of authorship, products, deliverables, documentation, innovations, or any other materials provided to BHSF or conceived, created, reduced to practice, or otherwise developed, delivered, or prepared by Seller or any of its employees, agents, or permitted subcontractors, in connection with Seller's performance under this Order ("BHSF Materials") shall be owned by BHSF to the fullest extent permitted by law. BHSF shall have the exclusive right, title, and interest, including all intellectual property and ownership rights, in BHSF Materials, including, without limitation, the right to obtain and to hold in its own name copyrights, patents, and trademarks, including any related registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereto. To the extent that exclusive right, title, and interest in the BHSF Materials may not originally vest in BHSF as contemplated in this Order, Seller hereby irrevocably assigns all right, title, and interest, including any intellectual property and ownership rights, in the foregoing to BHSF and will cause its employees, agents, and permitted subcontractors to irrevocably assign to BHSF all such rights and will cause its employees, agents, and permitted subcontractors to, give BHSF all reasonable assistance and execute all documents necessary to assist with enabling BHSF to prosecute, perfect, register, or record its rights in and to the BHSF Materials. Seller hereby grants to BHSF and BHSF hereby accepts the grant of a fully paid, worldwide, nonexclusive, perpetual, royalty-free license to use the object code and to make archival copies of the software as identified on the face of this Order or in the statement of the work that does not otherwise constitute BHSF Materials (as defined below). If so required by the statement of work, Seller shall grant and BHSF hereby accepts the grant of a license to use, modify, reproduce and sublicense to Client, under the terms of BHSF's contract with Client, the object code of said software. Seller hereby grants, and BHSF hereby accepts such other rights in said software as are set forth on the face of the Order or in the statement of work. Seller shall assume all responsibility for including appropriate proprietary rights legends on Seller's software and any accompanying documentation. BHSF shall not remove or alter any such legends. In the event the software purchased under this Order is required to support one of BHSF's customers or clients, BHSF shall have the right to transfer any and all licenses to the respective end user in accordance with BHSF's contract or agreement with use end user(s). If any software constitutes BHSF Materials as provided herein, BHSF shall have such rights of ownership as set forth in this Section.
- 11. SCHEDULE AND TIME OF THE ESSENCE.** Time is of the essence. Unless expressly stated to the contrary on the face of the Purchase Order, all services and goods shall be provided and delivered no later than 30 days from the date of issuance of the Order by BHSF. Seller will immediately notify BHSF in writing (and no later than 48 hours) of any potential delay (including any back orders), and any extensions to the delivery time or method(s) shall be subject to the advance written approval of BHSF. Seller shall be liable for any costs or damages incurred by BHSF arising out of such delays, unless BHSF has approved in writing an adjustment to the delivery terms and schedule.
- 12. WARRANTY.** Seller warrants that the goods and services shall be free from liens and defects in design, material, workmanship, and title, and shall conform in all respects to the terms of the Purchase Order and to the applicable drawings, designs and specifications, if any, issued for manufacture, and shall be new and of the best quality, if no quality is specified, and comply with all applicable laws. All goods must meet the requirements of All goods must meet the requirements of UL 60601-1 and NFPA 99. All Services shall be performed All Services shall be performed by qualified personnel in a professional and workmanlike manner, in accordance with the highest applicable industry standards. Seller warrants and represents that all services and goods including, without limitation, software provided hereunder shall be free of any computer virus or any other similar harmful, malicious, or hidden programs or data. For the purposes of this Article, the term "software" shall include, without limitation, firmware, computer operating systems, application programs, databases, and interface systems and devices. All goods and services provided under the Purchase Order must carry at least a one-year warranty (or such longer period as set forth in the Purchase Order or required by applicable law), including on parts and labor; with such warranty commencing at first commercial use or upon BHSF's written acceptance, whichever occurs first. All warranties provided herein shall run to and inure to the benefit of BHSF, its successors, assigns and customers and users of the goods and services covered by this Order. Seller agrees to replace or correct defects in any goods or services not conforming to the foregoing warranty promptly, without expense to BHSF, when notified of such non-conformity by BHSF. In the event of failure by Seller to correct defects in or replace non-conforming goods or services promptly, BHSF may make such corrections or replace such goods or services and charge Seller for the costs incurred by BHSF thereby. Said warranties shall be in addition to any warranties given by Seller to BHSF. None of said warranties and no other implied or expressed warranties shall be deemed disclaimed or excluded unless evidenced by a purchase order, change order, change notice or revision issued and signed by BHSF.
- 13. OPERATING MANUALS.** BHSF shall be provided with written materials related to the goods and services provided and made available to the public, including, a minimum of two copies of operating manuals, electrical and mechanical schematics, technical specifications and current parts lists must be received prior to (and shall be a condition precedent to) payment of the final invoice.
- 14.** All goods must meet the requirements of UL 60601-1 and NFPA 99.
- 15. 48-HOUR NOTIFICATION.** 48-hour notification to the Receiving Department at the phone number noted under "ship to" is required on all large equipment and furniture prior to delivery to the receiving dock. This time is necessary to coordinate movement of equipment from the receiving dock to the User Department. Should Seller fail to notify the Receiving Department, any necessary storage or additional transportation costs as a result will be assumed by Seller.
- 16. IN-SERVICE SUPPORT.** A qualified representative of the Seller is required to provide in-service support to all appropriate personnel as may be deemed necessary to BHSF.
- 17. HAZARD COMMUNICATION.** Seller agrees to provide the User Department with a Material Safety Data Sheet for each product covered under this Purchase Order, where applicable, in accordance with the OSHA Hazard Communication Standard, 29 CFR Part 1910.1200(Revised), with the first shipment. All hazardous materials must be properly labeled.
- 18. TRANSPORTATION EXPENSES.** Seller must bear the total cost (including transportation expense and insurance) of recalled or updated goods, equipment, products, or parts. Seller shall be responsible for promptly furnishing an acceptable substitute for the product(s) at no additional cost to BHSF and with the written approval of BHSF.
- 19. CONFORMANCE WITH APPLICABLE LAWS.** Seller represents that goods and services covered by this Order were not manufactured and are not being sold or priced in violation of any Federal, State or local law. Seller represents and warrants that it shall perform its obligations and exercise its rights hereunder in compliance with applicable laws that are now or may in the future become applicable, including, but not limited to, laws related to minimum hours and wages, occupational health and safety, fair employment and employment practices, workers' compensation insurance and safety in employment. Without limiting the generality of the foregoing, Seller shall, at its sole cost and expense, procure and thereafter maintain all permits, approvals, certificates and licenses, if any, required in connection with its provision of any goods or services to be provided under the Purchase Order and at all times comply with the conditions and requirements of each such permit, approval, certificate and license and, upon request, submit copies of each of the same for review by BHSF.
- 20. FEDERAL ACCESS AND INDEPENDENT CONTRACTOR.** In the event the Seller shall be deemed to be a subcontractor subject to the disclosure requirements of 42 U.S.C. § 1395x(v)(1)(I), or amendments thereto, until the expiration of four (4) years following the completion of furnishing services under this Agreement, upon written request of BHSF, the Seller shall make available to the Secretary of the Department of Health and Human Services, or to the Controller General, or any duly authorized representatives thereof, a copy of this Agreement and such books, documents, and records of the Seller that are necessary to certify the nature and extent of the costs to BHSF of the services provided pursuant to this Agreement. If the Seller carries out its duties of this Agreement through a subcontract with a related organization involving a value or cost of \$10,000.00 or more over a twelve-month period, the Seller shall cause such subcontract to contain a clause to the effect that until the expiration of four (4) years after furnishing of such services pursuant to such

subcontract, upon written request of BHSF, the subcontractor shall make available to the Secretary, or to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of the subcontractor that are necessary to verify the nature and extent of costs incurred by the Seller for such services. Seller shall be an independent contractor, and it nor any of its employees, contractors, agents, or representatives shall be deemed for any purpose to be an employee, agent, servant, or representative of BHSF.

21. INDEMNITY. To the fullest extent permitted by law, Seller will defend, indemnify, and hold BHSF, its affiliates, subsidiaries and their respective officers, agents, and employees harmless from all claims proceedings, liabilities and expenses (including reasonable legal fees and expenses) arising out of: (i) the acts or omissions of Seller, its employees, agents or its subcontractors; (ii) injury or death to persons, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the services or goods except to the extent that such damage is directly due to the negligence of BHSF; (iii) the infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party resulting from BHSF's use, distribution, sale, sublicensing, or possession of the services or goods or from the use or possession of the services or goods; (iv) false claims submitted by Seller under the Order or as a result of a misrepresentation of fact or fraud by Seller; or (v) any virus, (including, without limitation, the costs of debugging any virus and of alternative processing while debugging is under way) and shall promptly correct, repair or replace, at BHSF's option and at Seller's sole expense.

22. GOVERNING LAW. This Purchase Order shall be governed by the law of the State of Florida, without regard to the application of any conflict of law provisions. Venue for any litigation or trial shall be in Miami-Dade County, Florida.

23. HIPAA. Seller agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the corresponding HIPAA regulations related to the confidentiality and security of medical information, including but not limited to executing a business associate agreement ("BAA") with BHSF, if applicable. In the event such an agreement is required and a separate BAA has not been executed, then this Purchase Order shall serve as a business associate agreement, and Seller agrees that Seller shall:

- a) Not use or further disclose protected health information ("PHI") other than as permitted by this Purchase Order or as required by law;
- b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Purchase Order;
- c) report to BHSF any use or disclosure not permitted by this Purchase Order of which Seller becomes aware;
- d) ensure that any agents or subcontractors to whom Seller provides PHI received from, or created, received, maintained or transmitted by Seller on behalf of, BHSF agrees to the same restrictions and conditions that apply to Seller;
- e) maintain and make available PHI to BHSF as necessary for BHSF to comply with patients' rights to access, amend, and receive an accounting of the disclosures of their PHI;
- f) make available to the Secretary of Health and Human Services its practices, books and records relating to the use and disclosure of the PHI;
- g) return to BHSF or destroy all PHI once this Purchase Order is terminated
- h) unless agreed to in writing by BHSF, only use, disclose, and/or de-identify PHI as permitted by BHSF for purposes of providing the good and services hereunder, or as required by law.

This Purchase Order may be terminated by BHSF if it has a reasonable belief that the Seller has violated any material term in the above paragraph. BHSF, however, shall provide Seller with fourteen (14) days' prior written notice (or such longer period if required by applicable law) in which time Seller shall have the ability to cure (and provide BHSF with written evidence of such cure of) such violation.

24. FAIR LABOR STANDARDS ACT. As of the Effective Date of this Purchase Order Agreement and at all times during the term of this Purchase Order Agreement, Seller shall ensure (i) Seller and all of Seller's subcontractors who provide services under this Agreement pay their respective employees at least federal or Florida minimum wage (as applicable), and (ii) neither Seller nor any of Seller's subcontractors apply for or hold certificates issued by the US Department of Labor (USDOL) under Section 14(c) of the Fair Labor Standards Act to pay subminimum wages to workers with disabilities as described under such section. Further, Seller agrees to check the USDOL list of 14(c) Certificate Holders prior to engaging any subcontractor to provide services to Baptist Health under this Agreement. Failure of Seller to pay federal or Florida minimum wage (as applicable) shall be a material breach of this Agreement.

25. INSURANCE. Seller shall maintain all insurance as required by law, including but not limited to Worker's Compensation Insurance for all employees engaged in the work, Commercial General Liability (CGL), and Automobile liability when applicable for all owned, non-owned and hired vehicles that are used in carrying out the contract. Seller shall provide to BHSF a certificate of such insurance from its insurance provider from time to time upon request.

26. CHANGES. Company may at any time, by written change order, suspend performance in whole or in part, make changes in drawings, designs, specifications, method of shipment or packaging, time or place of delivery, and quantities, or otherwise change the requirements hereof. If any such change causes an increase or decrease in the cost of, or the time required for performance, a corresponding adjustment will be made in the Purchase Order price or delivery schedule, if applicable. Any claim for adjustment of any of the terms of the Purchase Order shall conclusively be deemed to be waived unless asserted in writing within three (3) calendar days from the date of written notification of such change.

27. ASSIGNMENT. Seller shall not assign or transfer (in whole or in part) any interest in this Purchase Order without the written consent of BHSF, and any such attempted assignment or transfer shall be deemed null and void and without effect without such BHSF written consent. BHSF shall have the right to assign or transfer this Purchase Order (in whole or in part) to any related entity, affiliate or other third party or entity, upon written notice to Seller, and in such case, Seller shall look solely to such transfer or assignee for payment and such other obligations of BHSF herein, and BHSF shall be released from any remaining obligations under this Purchase Order.

28. ENTIRE AGREEMENT AND OTHER TERMS. This Purchase Order Agreement with any written documents by specific reference constitutes the entire Agreement and supersedes all prior agreements, proposals, representations, and communications between the parties hereto, unless noted otherwise on the face of this document, or when mutually agreed upon in writing by BHSF and Seller, or both. This form when properly signed and bearing a purchase order number is the only authorization which will be recognized by BHSF for charges to its account. If any term or provision of this Purchase Order Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction by any

court of competent jurisdiction or under any statute, regulation, ordinance executive agreement or other rule of law, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Purchase Order Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, then such provision shall be deleted or modified, at the election of BHSF and Seller, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule and the remaining portions of the Purchase Order Agreement shall remain in full force and effect. Any sections or exhibits that by their nature should survive the termination or expiration of this Purchase Order Agreement, or which would reasonably be expected to be performed after the termination or expiration of this Purchase Order Agreement, shall survive and be enforceable after termination or expiration of this Agreement, including, without limitation, provisions relating to confidentiality, ownership, representations and warranties, indemnification, limitations of liability, audit rights, effects of termination, and governing law.



POLICY TITLE: Supplier Relations

Responsible Department: Supply Chain Services Creation Date: 06/09/06

Review Date: 2/1/2023

Revision Date: 2/10/2023

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Title: Chief Supply Chain Office & Corporate Vice President Finance Shared Services

PUBLISHED (Released): 2/13/2023

SUMMARY & PURPOSE:

This policy is designed to ensure proper supplier support, minimize disruptions to operations, maintain safety, confidentiality guidelines, and track regulatory compliance.

POLICY:

The intent of this policy is to provide an overview of the conduct expected of visiting supplier representatives who visit any Baptist Health South Florida property. Suppliers are expected to comply with Baptist Health South Florida policies and procedures. All suppliers will be asked to attest to reading this policy via our supplier portal, on the Baptist Health website. Although individual departments may have additional guidelines, this policy sets the minimum and uniform requirements of all business relations with Baptist Health South Florida or its affiliates. Suppliers must check in with any departments they visit for additional requirements.

Purchasing Philosophy:

Baptist Health South Florida always endeavors to purchase goods and services required to fulfill its charitable mission prudently, fairly, and cost-effectively. Accordingly, it is the policy of Baptist Health South Florida that no person may participate in any purchase decision who has a real or perceived conflict of interest. Additionally, goods and services may not be purchased from a member of the governing Board (or a family member of the Governing Board) that has an employment of financial interest. Equally rigid purchasing conflict of interest policies apply to all members of Baptist Health South Florida management and its physicians.

In discharging its responsibilities to purchase goods and services prudently, fairly, and cost-effectively, Baptist Health South Florida will seek to purchase goods and services that provide the greatest value to the organization and its patients, all things being equal. We have a preference to purchase goods and services from local, state, or national organizations that have a strong local presence. We insist on doing business with organizations that seek to comply with all federal, state, and local laws. Finally, we have a bias to do business with organizations that operate in a socially responsible manner including providing reasonable health insurance options for their employees.

Baptist Health South Florida has very high expectations of its suppliers and business partners. We expect the highest level of ethical behavior. While the goal is to bring value to BHSF, it must be done with a superior level of integrity, professionalism, and honesty.

Vendormate has been selected as the company used to credential supplier representatives who visit Baptist Health South Florida. The partnership with Vendormate allows for background checks, vaccination records, and training competencies for supplier representatives. In addition, Vendormate provides Baptist Health South Florida with relevant business information, such as bankruptcies, liens, sanction notices, judgments, credit score, balance sheet data and public trading status for supplier companies.

Each supplier representative visiting Baptist Health South Florida will be required to register with Vendormate and create



a vendor profile within the web-based system. Supplier companies and their employees will need to sign in and out upon each visit, as well as provide a destination and purpose for their visit. Vendormate sign-in stations will be available at all facilities to enable the registration and checking-in process. Below is further information on Vendormate sign-in station locations.

Personnel Involved in the Process:

All employees, physicians, board members and suppliers.

Renewal/Review:

This policy will be reviewed every two years or whenever a significant procedure changes.

SCOPE/APPLICABILITY:

This policy applies to all departments within Baptist Health South Florida and staff who may have dealings with outside suppliers.

PROCEDURES TO ENSURE COMPLIANCE:

1. **Arriving:** All supplier representatives wishing to visit or provide services must first register with Vendormate and continue using Vendormate to sign in on subsequent visits. If the Vendormate sign-in stations are not functional, suppliers must sign in at the respective Supply Chain Service or Facilities location.
 - A. Baptist Hospital of Miami - Vendormate sign-in stations locations: main lobby entrance, MCVI lobby (2 stations available), Engineering Central Energy Plant entrance and next to the credit union.
 - B. Miami Cancer Institute - Vendormate sign-in station located in the main lobby.
 - C. South Miami Hospital - Vendormate sign-in stations located in main lobby, Facilities Help Desk entrance, and Construction Management office.
 - D. Doctors Hospital - Vendormate sign-in stations located near the main lobby and inside Facilities Management office.
 - E. Homestead Hospital - Vendormate sign-in stations located in the main lobby and Facilities Management Office.
 - F. Mariners Hospital - Vendormate sign-in station located in the main lobby.
 - G. Fishermen's Hospital - Vendormate sign-in station located in the main lobby.
 - H. West Kendall Baptist Hospital - Vendormate sign-in stations located at the Concierge Desk in the Main Lobby and Supply Chain Loading Dock.
 - I. Doral Hospital - Vendormate sign-in station located in the main lobby.
 - J. Boca Raton Regional Hospital - Vendormate sign-in stations located in the main lobby and Supply Chain entrance.
 - K. Bethesda East Hospital - Vendormate sign-in stations located in the main lobby, operating room entrance, and facilities entrance.
 - L. Bethesda West Hospital - Vendormate sign-in station located in the West Loading Dock.
 - M. Baptist Hospital Medical Arts Surgery Center - Vendormate sign-in station located in the Surgery Center lobby.
 - N. South Miami Medical Arts Surgery Center - Vendormate sign-in station located in the Surgery Center lobby.
 - O. All other Baptist Health South Florida Outpatient Facilities - sign in using the Vendormate application and present digital badge to the Office Manager or Security Officer at that site.
2. **Appointments** must be made prior to visiting any departments or personnel. Departments initiating appointments with vendor representatives should schedule appointments during their hours via Vendormate system portal. Drop-in appointments are not permitted. For visits that are required before or after hours, vendor representatives must secure prior approval of the department being visited and must report to the Vendormate station to print their badge.
3. **Requirements:** Upon arrival at any Baptist Health South Florida location, supplier representatives must (1) Register/sign-in and print a vendor badge at the Vendormate station. This badge must be visibly worn at all times when on Baptist Health South Florida property. (2) We respectfully ask that all representatives conduct themselves in a professional and ethical manner, dress code is enforced at all times and no shorts, denim or t-shirts with offensive logos are permitted. (3) Supplier representatives should confine their activities to non-patient areas at all times with the exception of in-services or other educational activities that have been authorized and coordinated through Supply Chain Services and clinical staff. Physicians requiring vendor presence as a technical advisor during surgical cases or any invasive procedure may have such presence only after the supplier representatives attested to reading the "Pledge to Protect Patient Confidentiality" or have signed it, and have met any other requirements of the department such as specialty credentials and



competencies from their respective companies, including but not limited to, proof of negative PPD or CRX and completion of our safety/HIPAA/infection control paperwork. Supplier representatives may not participate as technical advisors during surgical cases or invasive procedures when the patient is a family member of that supplier representative. Failure to disclose the relationship prior to the case will be seen as a direct violation of Baptist Health South Florida policy, and disciplinary actions will be enforced. (4) Abide by instructions given to them by Baptist Health South Florida staff in case of an emergency, code, or any type of disaster. (5) As requested by Supply Chain Services or departments being visited, present documentation of training records and or technical training certification specific to the supplier's products, equipment or devices presented.

- 4. Introducing products:** Suppliers wishing to introduce products or services who are not an established supplier currently doing business with Baptist Health South Florida need to complete the Baptist Health South Florida vendor registration forms by visiting the Baptist Health website, under For Vendors link. Results of any such requests will be determined entirely on the needs and goals of Baptist Health South Florida. While on any of the Baptist Health South Florida campuses product samples are never to be left in departments unless approved through Supply Chain Services. All product trials are coordinated through Supply Chain Services and the various Baptist Health South Florida product review committees. No new products will be used without prior in-servicing and approval.

Baptist Health South Florida employees and their families will not give or receive gifts, other than of nominal value from any person doing business with, seeking to do business with, or competing to do business with Baptist Health South Florida. A non-cash gift, discount, or entertainment of less than \$150.00 per occurrence, with annual total value not to exceed \$300.00 to or from the same source, will be considered nominal. No cash or cash equivalents (gift certificates, gift cheques) in any amount will be accepted by Baptist Health South Florida employees.

SUPPORTING/REFERENCE DOCUMENTATION:

N/A

RELATED POLICIES, PROCEDURES, AND ASSOCIATED FORMS:

BHSF Administrative Policy: 5075 Policy Prohibiting Harassment & Discrimination

BHSF Administrative Policy: 5100 Workplace Violence

BHSF Administrative Policy: 204.10 Entering into Agreements with Third Party Contractors

BHSF Administrative Policy: 204.30 Violations of Terms of a Business Associate Agreement by Third Party Contractors

BHSF Administrative Policy: BH-10000-66490-3001 Visitor Access Management Plan (including Fast Pass and Vendormate)

BHSF Administrative Policy: 680.21 Mandatory COVID-19 Vaccination for Workforce Members

BHSF Administrative Policy: 680.11 Mandatory Influenza Vaccination

BHSF Administrative Policy: 1150 Independent Contractors

BHSF Administrative Policy: 602.10 Training - Corporate Privacy Office

BHSF Administrative Policy: 250 Patient Safety

BHSF Administrative Policy: 820 Appropriate Discipline for Compliance Program Violations

BHM Administrative Policy: 581.00 Infection Prevention/Control Practices

Pledge to Protect Patient Confidentiality Conflict of Interest

Supplier Business Profile

Code of Ethics

ENFORCEMENT & SANCTIONS:

All management and supervisory staff in Supply Chain Services will enforce the supplier guidelines. If a Baptist Health South Florida staff member does not insist that a supplier follow this policy, it may be reported to the individuals Manager, Vice President or to the Corporate Compliance office.