

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. Circle one that your company will use to bill us.

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

Via Email: APIInvoices@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. Circle the one that 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"/>	JWOD Nonprofit Agency
<input type="checkbox"/>	Educational Institution	<input type="checkbox"/>	Large Business
<input type="checkbox"/>	Foreign Contractor	<input type="checkbox"/>	Minority Institution
<input type="checkbox"/>	Hospital	<input type="checkbox"/>	Nonprofit Organization
<input type="checkbox"/>	JWOD Nonprofit Agency	<input type="checkbox"/>	Small Disadvantaged Business
<input type="checkbox"/>	Other Small Business	<input type="checkbox"/>	Not Applicable

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

<input type="checkbox"/>	8(a) Contract Award	<input type="checkbox"/>	SDB Participating Program
<input type="checkbox"/>	8(a) With HUBZone Priority	<input type="checkbox"/>	SDB Price Evaluation Adjust
<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"/>	Small Business Set-Aside
<input type="checkbox"/>	Directed to JWOD Nonprofit	<input type="checkbox"/>	Very Small Business Set-Aside
<input type="checkbox"/>	No Preference/Not Listed	<input type="checkbox"/>	Not Applicable

Please check (✓) Ethnicity that applies:

<input type="checkbox"/>	African American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Asian American	<input type="checkbox"/>	Hispanic American
<input type="checkbox"/>	Other	<input type="checkbox"/>	Not Applicable

Please check (✓) HUBZONE Program that applies:

<input type="checkbox"/>	Combined HUBZone Price Adjust	<input type="checkbox"/>	HUBZone Sole Source
<input type="checkbox"/>	HUBZone Price Evaluation Preference	<input type="checkbox"/>	HUBZone Set-Aside
<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 – 500	<input type="checkbox"/>	501 – 1000
<input type="checkbox"/>	1001 – 1500	<input type="checkbox"/>	1,500 +

Please check (✓) VOSB - Veteran Owned Small Business that applies:

<input type="checkbox"/>	Not Veteran Owned Small Business	<input type="checkbox"/>	Service Disabled VOSB
<input type="checkbox"/>	Other Veteran Owned Small Business	<input type="checkbox"/>	Not Applicable

Please check (✓) any category that your company identifies with:

<input type="checkbox"/>	Emerging Small Business	<input type="checkbox"/>	Veteran
<input type="checkbox"/>	Women Owned Business	<input type="checkbox"/>	Disabled
<input type="checkbox"/>	LGBTQ+ Owned Business	<input type="checkbox"/>	Not Applicable

Supplier Business References: (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 regards to our patients 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-vendors>.

Signature of Company Representative

Company Name

Print Name

Date

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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. Sellers 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.

9. 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.

10. 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 UL-544 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.

11. 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.

12. All goods must meet the requirements of UL-544 and NFPA 99.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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:

1. Not use or further disclose protected health information ("PHI") other than as permitted by this Purchase Order or as required by law;
2. use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Purchase Order;
3. report to BHSF any use or disclosure not permitted by this Purchase Order of which Seller becomes aware;
4. 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;
5. 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;
6. make available to the Secretary of Health and Human Services its practices, books and records relating to the use and disclosure of the PHI;
7. return to BHSF or destroy all PHI once this Purchase Order is terminated
8. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.