Jackson HEALTH SYSTEM
Miracles made daily.

The Public Health Trust
Standard Terms and Conditions

Definitions:

Vendor – this term shall refer to any entity or person providing services or goods to the Public Health Trust.
Trust – this term refers to the Public Health Trust of Miami-Dade County, including Jackson Health System.
Contract – this term shall refer to the pertinent binding document between the parties (i.e. Purchase order, etc.).

1. **Vendor Registration Application**. The Trust requires business entities to complete a Vendor Registration Application. All vendors/manufacturers are required to complete a Vendor Registration Application prior to receiving or renewing any contract award, PO and/or project. For your convenience you may access the Vendor Registration Application from our website at https://jhsmiami.org/VendorPortal/Display.cfm. If you need help in completing this application, or have any questions concerning purchasing related matters, please contact the Vendor Coordinator at (305) 585-5815. This centralized process enables a single application to establish contract with the PHT requesting goods and services.
2. **Conflict of Interest.** Vendor shall be familiar and comply with all applicable conflict of interest legal requirements, including the Trust's Procurement Regulations, Resolution No. PHT 08/2020-041, Section XVII, and the Miami-Dade County Conflict of Interest and Code of Ethics Ordinances, as applicable to Vendor through its relationship with the Trust. The Vendor confirms that it has no conflicts of interest, and will not permit any conflict of interest to arise and/or continue in connection with the provision of the goods and services.
3. **Federal, State and County Compliance Requirements.** Vendor shall be familiar and comply with all applicable Federal, State and applicable County orders, statutes, ordinances, rules and regulations as they apply to the Trust, which may pertain to the products or services required under this Contract.
4. **Price.** Vendor warrants that the price charged to the Trust for the goods and services furnished pursuant to this order are no higher than prices charged to others for similar orders of comparable good and/or services. Performance by the vendor providing the goods or services is most important. On time quality performance, quantity over/under performance or PO/receipt quantity performance is most critical and excellence is required.
5. **Terms of Payment.** In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Trust shall be forty-five (45) days from receipt of a complete and proper invoice. For certified Miami-Dade County small businesses, inclusive of prime vendors with an SBE subcontractor, the time at which payment shall be due from the Trust shall be fourteen (14) days from receipt of a complete and proper invoice. Section 2-8.1.4 of the Miami-Dade County Code, Sherman S. Winn Prompt Payment Ordinance No. 94-40, provides for expedited payments to small businesses by County agencies and the Trust; creates dispute resolution procedures for payment of County and Trust obligations; and requires the prime Vendor to issue prompt payments and have the same dispute resolution procedures as the County for all small business sub-contractors. Failure of the prime vendor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County or Trust Contract and debarment procedures of the County. All payments due from the Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Chief Procurement Officer, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Trust.
6. **Timely performance**. Vendor acknowledges and agrees that time is of the essence in the delivery of the goods or completion of the services, within the time frame mutually agreed upon by the Trust and the Vendor, is vital to the interest of the Trust, and that failure to complete the services within such timeframe constitutes a breach of this PO agreement. If deliveries are not made at the time specified, the Trust reserves the right to cancel, or require that delivery be made by express air freight at the Vendor's cost, or purchase goods and/or services elsewhere and hold the Vendor accountable therefore.
7. **Termination for Convenience.** The Trust, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Vendor shall not incur any additional costs under this Contract. The Trust shall only be responsible for costs incurred as a result of goods and/or services provided up to the point of such termination.
8. **Termination for Default.** The Trust reserves the right to terminate this Contract, in part or in whole, or place the Vendor on probation in the event the Vendor fails to perform in accordance with the terms and conditions stated herein. The Trust further reserves the right to suspend or debar the Vendor in accordance with the appropriate Miami-Dade County ordinances, resolutions and/or administrative/implementing orders. The Vendor will be notified by letter of the Trust's intent to terminate. In the event of termination for default, the Trust may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Vendor.
9. **Indemnification.** The Vendor shall indemnify and hold harmless the Trust, Miami-Dade County and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (the "Indemnified Parties") from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Indemnified Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind arising out of, relating to or resulting from the performance of this Contract by the Vendor. The Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind in the name of the Indemnified Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. The Vendor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Nothing in this Contract is intended to alter, waive, or modify the Trust's entitlement to sovereign immunity as provided for under Section 768.28, Florida Statutes, and common law. This provision shall survive the termination or cancellation of this Contract.
10. **Insurance.** The Vendor shall maintain at the Vendor's own expense (1) Comprehensive General Liability Insurance to include contractual liability coverage, in limits of no less than $300,000.00 (2) Product Liability Coverage in the same limits as (1) above and (3) Worker's Compensation Insurance in statutory amounts, but will provide coverage for liabilities or claims in accordance with Section 440 of the Florida Statutes. The insurance shall result solely from services performed or undertaken by the Vendor hereunder. The form, type and limits of coverage of such insurance shall be subject to reasonable approval of the Trust. Certificates of Insurance shall be furnished to the Trust from time to time upon reasonable request of the Trust.
11. **Assignment**. The Vendor shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights under this Contract, or any interest in any portion of same, without the prior written consent of the Trust, which consent may be withheld by the Trust for any reason it determines to be in its best interest.
12. **Confidentiality.** The Vendor acknowledges that Florida's public records laws apply to the Trust and that, as an entity providing services to the Trust, all its communications to the Trust, unless exempted or confidential under Florida law, are public records. Nothing in this Contract shall be construed to prevent disclosure of documents pursuant to Florida's public records laws or other applicable laws. In no event shall any action by the

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Trust, its employees or its agents taken in good faith belief to be in compliance with or required by such laws constitute a breach of this Contract. Additionally, Vendors shall comply with the provisions of Section 119.0701, FS, as may be amended.

13. **Warranty**: All warranties express and implied, shall be made available to the Trust for goods and services covered by this Contract. All goods furnished shall be fully guaranteed by the Vendor against factory defects and workmanship. At no expense to the Trust, the Vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. **MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**. All materials, except where recycled content is specifically requested, supplied by the Vendor under the Contract shall be new, warranted for their merchantability, and fit for the particular purpose needed. In the event any of the materials supplied to the Trust are found to be defective or do not conform to specifications: (1) the materials may be returned to the Vendor at its expense and the Contract terminated or (2) the Trust may require the Vendor to replace the materials at its expense.
14. **Equipment and Materials**. All equipment and materials supplied or used on under this Contract shall be asbestos free. NO product containing asbestos in any form may be supplied, included, incorporated, built in, or sold to the Trust. Any deviation from this shall be grounds for termination of the Contract by the Trust at no charge and without further obligation. In addition, the Vendor will be responsible to reimburse or pay for any costs related to removal of asbestos found in the vendor's equipment and materials, and any penalties and fines levied on the Trust by any local, state or federal agency as a result of the presence of asbestos in the vendor's equipment or materials.
15. **Delivery**. The prices set forth in this contract shall be F.O.B. Destination. Freight shall also be included in the price. All deliveries must be accepted by the Trust, rejected goods shall be returned at the Vendor's sole cost and expense. Vendor shall deliver the goods and services to the Trust on appropriate media no later than the dates specified in the PO agreement.
16. **Applicable Law; Venue.** This Contract shall be construed according to the law of the State of Florida applicable to contracts made and fully performed therein, without giving effect to its laws or rules relating to the conflict of laws. Venue for any litigation between the parties regarding this Contract shall lie only in state or federal court located in Miami-Dade County, Florida.
17. **Audit**. The Vendor agrees to retain all books, such records and other documents related to this Contract for three (3) years after final payment. The Trust, its authorized agents and/or Federal and State auditors shall have full access to and the right to examine any of said material during this period. The Vendor also agrees to provide the Trust upon request with copies of all such records and documents.
18. **Contract Compliance**. Throughout the term of this Contract, Vendor shall be subject to periodic and on-going monitoring and evaluation by the Trust to determine if contracted service is being provided safely, effectively and in accordance with the Contract. As applicable, Vendor shall also comply and adhere to all accreditation standards including, but not limited to, The Joint Commission's National Patient Safety Goals, Medicare Conditions of Participation, hospital medical staff bylaws (as applicable), all hospital policies and procedures pertaining to the services being provided and any other requirements as set forth by the Trust.
19. **Invoicing**. All invoices for services rendered under this Contract shall be sent via U.S. mail or electronically to the following addresses:

    Jackson Health System
    PO Box 31230 or GHXODAP.JacksonHealthSystems@na.firstsource.com
    Salt Lake City, UT 84130

    All invoices shall include a purchase order or contract number. Failure in sending to the addresses above or including a valid PO/contract number will cause a delay in processing at no fault of the Trust. To ensure prompt payment, all invoices must reflect the unit price specified on the purchase order and the total quantity ordered. Failure to do so will delay payment. Delays in receiving invoices, errors, or omissions on invoices or lack of supporting documentation required by the terms of the order will be cause for postponing the start of the pay terms until the correct information is received. The Trust will not be responsible for charges on invoices received more than 120 days after the rendering of service is complete or shipment of the goods unless indicated otherwise in a written agreement between Trust and vendor. Where any item or items on an invoice are disputed Buyer may withhold payment for the item or items so disputed until such time as the dispute is resolved.

    Invoiced amount shall be reflective of actual services rendered, work performed to date, or final work product. Supporting documentation that verifies amount requested such as paid invoices may be required. No advance payments shall be made unless specifically agreed to by the Trust in writing and with the required supporting documentation
20. **Office of Inspector General Audits and Fee.** Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.
21. **User Access Program and Fee**. Cumulative Contract awards over $10,000 on an annual basis are subject to a user access deduction under the PHT User Access Program (UAP) in the amount of two percent (2%). All PHT purchases under this Contract, and purchases made by any other organization or jurisdiction that may use the Contract, are subject to the two percent (2%) UAP deduction. The vendor providing the goods or services under this Contract shall invoice the amount of the Contract price, and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice.
22. **Publicity**. Vendor shall not make or publish any notice, advertisement, press release, or other communication with respect to the PO agreement, its contents, or the goods or services without the Trust's prior written consent. Seller shall not use the Trust's name or logo in any of its advertising, client list, or sales promotional material.
23. **Responsible Purchasing.** The Trust's purchasing practices are designed to provide equal access and opportunity to all suppliers. We are committed to creating a cadre of vendors and suppliers in our supply chain that represent the communities we serve. The Trust encourages the participation of businesses that can successfully compete for prime or sub-contracting opportunities. As an economic engine and major employer in Miami-Dade County, the Trust is proud of its hiring practices and broad workforce. Vendors and suppliers must actively support the Trust's commitment to responsible purchasing and reflect their support in their teams performing work for the Trust. We expect vendors and suppliers will work to achieve responsible purchasing in Trust Contracts. The reporting of all SBE subcontracting participation, if applicable, during the active contract/PO term must be made to the Responsible Purchasing Director, Amber Lawhorn (amber.lawhorn@jhsmiami.org), on a quarterly basis and will be the sole responsibility of the prime vendor. If there is an issue regarding SBE compensation, it must be addressed with the Trust's Responsible Purchasing Director.
24. **Verification of Employment Eligibility (E-VERIFY).** By entering the Contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled *"Verification of Employment Eligibility."* This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Vendor effective, January 1, 2021, and

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requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract/PO to Vendor, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of one year after the date of termination, and the Vendor may be liable for any additional costs incurred by the Trust resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

25. **Florida Electronic Health Records Exchange Act.** The Vendor certifies that all Trust patient information stored in a physical or virtual environment by the Vendor or any subcontractors is physically maintained in the continental United States or its territories or Canada as required by Florida Statutes, Section 408.051(3) of the Florida Electronic Health Records Exchange Act.
26. **Payment Card Industry Data Security Standard Compliance.** The Vendor represents and warrants that it shall maintain commercially reasonable administrative, technical, and physical safeguards that protect the security of any payment card information it stores, processes, transmits, and/or affects and agrees to maintain compliance with the current version of the Payment Card Industry Data Security Compliance (PCI DSS) through the duration of the Contract.