

Vendor Registration

Methodist Le Bonheur Healthcare

1265 Union Avenue · Purchasing Department Crews Wing Suite 701 · Memphis, TN 38104

Send Completed Information to Fax 901.937.6708 or Email Charlotte.Clunan@mlh.org

~ For Questions or Assistance 901.516.2495 ~

In addition to the information contained hereon, each applicant will be required to also provide a Certificate of Insurance and complete a W-9. General information about our Vendor Registration can be found by going to www.methodisthealth.org and clicking on **About Us** then **Vendor Information**.

Company Name

Company Address

City State Zip Code

Customer Service Phone Fax EMail

Remit Address

City State Zip Code

Returns Address

City State Zip Code

Shipping Terms FOB Destination FOB Origin Other - Describe

Payment Terms 2/10 Net 30 Net 30 Other - Describe

Normal Delivery Time

Nature of Business Check One
 Manufacturer Manufacturer's Rep Stocking Distributor

Contractor Consulting Other - Describe

Type of Business Check One
 Sole Proprietorship Partnership LLP

Corporation LLC Other - Describe

Vendor Registration

~Cont~

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References ~

A Customer of Yours . . .

Company Name Contact

Company Address

Phone

City State Zip Code

A Vendor of Yours . . .

Company Name Contact

Company Address

Phone

City State Zip Code

Product and/or Services You Provide . . .

Medical/Surgical Laboratory Radiology Pharmacy Dietary

Laundry Housekeeping Maintenance Other - Describe

Construction/Building - Concrete Framing/Carpentry Drywall/Plaster Painting

Mechanical HVAC Electrical Plumbing Other - Describe

Are You a Designated Minority Vendor . . .

Woman African American Hispanic American Native American Asian Pacific American

Asian Indian American Local Small Business

A **MINORITY BUSINESS** is defined as a business at least 51% of which is beneficially owned and controlled by minority group members. As further defined for these purposes, minority group members would be Women, African Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and/or Asian Indian Americans.

A **LOCAL SMALL BUSINESS** is defined as a business located in Shelby County and owned at least 51% by Shelby County Resident(s) whose gross annual sales are less than Three Million Dollars (\$3,000,000).

Print Name Title

Signature _____ Date

By signing above, it is affirmed that applicant company has received, understands and agrees to the Methodist Healthcare Purchasing Terms and Conditions. These can be referenced by going to www.methodisthealth.org, clicking on *About* and clicking on *Vendor Information*.

Vendor Registration

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MEDICARE WARRANTIES

Company Name:

("VENDOR")

It is the policy of Methodist Healthcare ("MH") and its subsidiaries not to contract or have business relationships with individuals or entities that have been excluded from federal healthcare programs by the U.S. Department of Health and Human Services Office of Inspector General, and to routinely verify that an individual or entity with which it contracts or does business has not been excluded from federal healthcare programs.

- 1) VENDOR hereby agrees that if it is excluded from participation in federal healthcare programs, it will immediately notify MH in writing of such exclusion.
- 2) VENDOR agrees that it has an affirmative obligation to verify whether any of its employees or subcontractors has been excluded from federal healthcare programs and warrants that it will routinely verify their status and will immediately notify MH in writing if it determines that any of its employees or subcontractors have been excluded from federal healthcare programs.
- 3) VENDOR agrees that if MH learns that VENDOR or any employee or subcontractor of VENDOR has been excluded from participation in federal healthcare programs, MH may immediately terminate, without penalty, any contracts or other business arrangements it has with VENDOR upon written notice to VENDOR.

By VENDOR ~

Print Name

Title

Signature

Date

Vendor Registration

~Cont~
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INSURANCE AND INDEMNIFICATION

Company Name: ("VENDOR")

Methodist Healthcare and any or all of its subsidiaries and/or affiliates ("HOSPITAL")

A. Insurance and Indemnification:

VENDOR agrees to have and maintain at all times: (a) Commercial General Liability Insurance, and, if goods or merchandise are being sold by a manufacturer or a distributor, if said distributor modifies the goods or merchandise, to HOSPITAL hereunder, Product Liability insurance, in the minimum amounts of \$1,000,000 per occurrence, with contractual liability endorsement, (b) statutory worker's compensation insurance, and (c) automobile liability coverage for all owned or leased vehicles with minimum coverage of \$250,000 per person, \$500,000 per occurrence (required only if vehicles are to be operated by VENDOR on HOSPITAL's premises during the contract term), all of the above with a carrier or carriers qualified to do business in the state of HOSPITAL's location. VENDOR shall provide certificates of such coverage to HOSPITAL within five (5) days of execution of this Agreement. VENDOR shall also provide, or require its insurer(s) to endeavor to provide, at least thirty (30) days prior written notice of any lapse, non-renewal, cancellation or material change of such coverage. HOSPITAL may terminate this Agreement immediately upon any such expiration or cancellation of coverage.

If VENDOR's insurance is of the "claims made" type, then the following additional requirement shall also apply:

The retroactive date shall be certified to be no later in time than the commencement date of the VENDOR's performance under this Agreement, and may not be adjusted or changed without written notice to and prior written approval of HOSPITAL.

If VENDOR's insurance is of the "occurrence" type, then the following additional requirements shall apply:

VENDOR shall maintain said insurance and provide certificates of such coverage, including after the full performance, termination or expiration of this Agreement, for a period representing the normal life expectancy of the goods or merchandise being provided.

All insurance certificates shall be mailed to (1) Director of Purchasing, 1265 Union Avenue, 701 Crews Wing, Memphis, TN 38104 and (2) Insurance Manager, 1211 Union Avenue, Suite 700, Memphis, TN 38104.

VENDOR further agrees to save, defend, hold harmless, and indemnify the HOSPITAL from and against any and all third party loss, claims, suits, or damages incurred, including reasonable attorneys' fees in defending any claim or cause of action, arising from personal or bodily injury or property damage caused by the acts or omissions of VENDOR or any of its agents, servants, employees, contractors, or subcontractors, including any product defect or product failure, as to any goods and/or services provided pursuant to the agreement or purchase order to which this Exhibit is intended to apply.

These requirements shall be deemed continuing and shall survive any termination or expiration of this Agreement.

By VENDOR ~

Print Name

Title

Signature

Date

Vendor Registration

~Cont~
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VENDOR/SALES REPRESENTATIVE REGISTRATION

To be completed by each representative intending to interact with Methodist Le Bonhuer Healthcare.

Company Name

Rep Name

Position/Title

Company Address

City State Zip Code

Rep Contact Information ~

Business Phone

Mobile Phone

Pager

Fax

E-Mail

Company Website

Rep Reports To/Managed By ~

Name Title

Company Address

City State Zip Code

Business Phone Mobile Phone Fax

EMail

Signature _____ Date

Signature affirms the individual has read and understands the Methodist Healthcare Standards of Conduct, the Vendor/Sales Representative Relations Policy, the Methodist Healthcare Conflicts of Interest Policy, the Methodist Healthcare Code of Ethics Policy and the applicable HIPPA Privacy Rule and agrees to abide by their terms and conditions and the instructions for Emergency Codes and Vendor Rebate Payments, as applicable. See www.methodisthealth.org, click on *About Us*, click on *Vendor Information* for each of these documents.

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VENDOR/SALES REPRESENTATIVE CONFIDENTIALITY AGREEMENT

To be completed by each representative intending to interact with Methodist Le Bonheur Healthcare.

Rep Name Company ("VENDOR")

In consideration of VENDOR'S continued business relationship or association with Methodist Le Bonheur Healthcare or any of its affiliates (hereinafter "METHODIST"), VENDOR agrees to the following terms:

VENDOR acknowledges that in the performance of its duties and obligations on behalf of METHODIST, that its employees, agents and/or contractors may be exposed to information relating to METHODIST's or its tenant's operations, methods of doing business, research and development, patients, patient's medical records, trade secrets, computer programs, finances, and other confidential and proprietary information belonging to METHODIST or any of its tenants in any format whatsoever, (all of which are hereinafter collectively called, "CONFIDENTIAL INFORMATION"). VENDOR agrees that it will not, nor any of its employees, agents and/or contractors, without written authorization of METHODIST, acquire, use or copy, in whole or in part, the CONFIDENTIAL INFORMATION. VENDOR further agrees that it shall not disclose, provide or otherwise make available, in whole or in part, the CONFIDENTIAL INFORMATION to any other person or entity.

VENDOR shall take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality and security of the CONFIDENTIAL INFORMATION and to satisfy the obligations under the Confidentiality Agreement. VENDOR agrees that its obligations with respect to the confidentiality and security of the Confidential Information exposed to VENDOR, its employees, agents and/or contractors shall survive the termination of any agreement or relationship between METHODIST and VENDOR. VENDOR agrees that this Agreement shall be governed by the laws of the State of Tennessee.

Signature _____

Date