



Baylor Scott & White Health Acknowledgement of General Terms, Conditions and Requirements

By signing below, I, as a representative of the supplier designated below ("Supplier"); acknowledge that I have reviewed and agree to the General Terms, Conditions and Requirements of this Baylor Scott & White Health Plan request for information, including, but not limited to, the following terms and conditions:

- Quiet Period – The Quiet Period is hereby defined as the date of the Request from Baylor Scott & White Health Plan through the date on which Baylor Scott & White Health Plan announces the final award. All questions should be solely directed to the Baylor Scott & White Health Plan Contracting Team via the e-mail address indicated on the Request. Furthermore, Supplier agrees that it will adhere to Quiet Period for all of Baylor Scott & White Health Plan. Failure to adhere to the Quiet Period may result in the disqualification of your Response.
- Baylor Scott & White Health Plan Quiet Period – Baylor Scott & White Health Plan Quiet Period shall commence on the date of previous notification through the date on which Baylor Scott & White Health makes a final award decision. Suppliers shall refrain from discussing initiative specifics with all hospital personnel outside the Purchasing/Supply Chain Office. Communication with the purchasing office will be exclusively limited to product education and evaluation planning. Moreover, all discussions must be limited to education around the supplier's specific product(s), during the evaluation period. Any suppliers linked to activities that make clinical evaluation and selection more difficult, or causes disruption/delays through miscommunication, may be prohibited from participating in all current and future Baylor Scott & White Health Plan contract awards.
- As an express condition to participating in an Baylor Scott & White Health Plan information request, Supplier agrees that (1) if Supplier does not receive an Baylor Scott & White Health Plan contract award, Supplier will maintain current pricing for all Baylor Scott & White Health Plan members for at least sixty-(60) days from the award announcement to allow a reasonable amount of time for implementation, and (2) if Supplier has a Base Agreement with Vizient, Supplier agrees that Baylor Scott & White Health Plan members shall remain eligible to access the Base Agreement. Furthermore, Supplier agrees that Baylor Scott & White Health Plan members shall still qualify for pricing tiers under the Base Agreement, unless Baylor Scott & White Health Plan member's purchasing behavior changes yields the Baylor Scott & White Health Plan member to be out of compliance with Base Agreement tier requirements.
- Failure to comply with the terms of this Acknowledgement or the other General Terms, Conditions and Requirements of a Baylor Scott & White Health Plan request for information may disqualify Supplier from future Baylor Scott & White Health Plan contract awards.
- Baylor Scott & White Health Plan members shall make an award decision based upon financial and non-financial factors, upon their sole discretion. Baylor Scott & White Health Plan and Vizient reserve the right to withdraw the request for information at any time.

UNDERSTOOD AND AGREED:

By: _____
Name: _____
Title: _____

Supplier Name: _____
Date: _____