

**UW MEDICINE
GENERAL TERMS AND CONDITIONS
Revised October 2025**

1. **DEFINITIONS** – As used throughout this Contract, the following terms shall have the meaning set forth below:
- a. “Contract” means purchase order and/or the entire written agreement between specific UW Medicine Hospitals and Contractor, including any exhibits, Riders, attachments, and other materials incorporated by reference.
 - b. “Contractor” means that firm, provider, organization, individual or other entity providing goods and/or performing service(s) under this Contract.
 - c. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in a transaction involving certain federal funds.
 - d. “Hospitals” means specific UW Medicine Component Units that are defined in the attached Contract or are named on the purchase order.
 - e. “Improper Influence” means any influence that induces or intends to induce a UW/UW Medicine employee or officer to give special consideration or award a Contract on a basis other than the merits of matter.
 - f. “Materials” means all information in any format that includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and sound reproductions
 - g. “Ownership” includes the right to copyright, patent, and register, and the ability to transfer, these rights.
 - h. “RCW” means the Revised Code of Washington. All reference in this Contract to RCW chapters or sections shall include any successor or replacement statute.
 - i. “Regulation” means any federal, state, local, UW or UW Medicine regulation, law, rule, or ordinance.
 - j. “Rider” means additional terms and conditions, other than General Terms and Conditions that address a specific UW Medicine requirement based on the scope and nature of Work.
 - k. “Subcontract” means any separate agreement or contract between Contractor and an individual or entity (“Subcontractor”) to perform all or portion of the duties and obligations that Contractor is obligated to perform pursuant to this Contract.
 - l. “Subcontractor” means one not in the employment of Contractor, and/or entity that owns or controls, is owned or controlled by, or is under common ownership or control of Contractor, who is performing all or part of those services under this Contract under a separate contract with Contractor and/or any person or entity appointed by or on behalf of Contractor to carry out any portion of the Work. The terms “Subcontractor” and “Subcontractors” means Subcontractor(s) in any tier. Control for the context of this paragraph, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting security, by contract or otherwise.
 - m. “UW” means the University of Washington, any division, section, office, unit, or other entity of the University of Washington, or any of the officers or other officials lawfully representing the University of Washington.
 - n. “UWMSS” means UW Medicine Strategic Sourcing.
 - o. “Work” refers to all services, work, and activities involved in providing the materials, work product deliverables, or other obligations that are the subject of the Contract.
2. **ADVANCE PAYMENTS PROHIBITED** - No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the UW except as authorized by law.

3. AMENDMENTS

- a. This Contract may be amended by mutual agreement of the parties. No material alterations in any of the terms, conditions, delivery, price, quality, quantity or specifications shall be effective unless the alteration is expressly acknowledged and accepted in writing by Hospitals.
- b. Automatic extensions and renewals are not authorized unless stated in writing and included in Contract issued by Hospitals.

4. ANTITRUST ASSIGNMENTS – Contractor hereby assigns to Hospitals any and all claims for price fixing or overcharges relating to goods, products, services and/or materials purchased under this Contract, except as to overcharges that result from antitrust violations commencing after the price is established under this Contract and are not passed on to Hospitals under an escalation clause.

5. ASSIGNMENT – The Work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by Contractor without prior written consent of Hospitals. Provision of monies due under this Contract shall only be assignable with the prior permission of Hospitals.

6. ATTORNEYS' FEES – In the event of litigation or other action brought to enforce Contract terms, each party shall bear its own attorney's fees and costs.

7. BREACH, DEFAULT, TERMINATION

- a. Breach: A breach of a term or condition of this Contract shall mean any one or more of the following events:
 - i. Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to this Contract signed by Hospitals;
 - ii. Contractor breaches any warranty or fails to perform or comply with any term or agreement in this Contract;
 - iii. Contractor makes any general assignment for the benefit of creditors;
 - iv. In the UW's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
 - v. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors;
 - vi. Any receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property;
 - vii. Contractor is determined to be in violation of any regulations and that such determination, in the Hospital's sole opinion, renders Contractor unable to perform any aspect of this Contract.
- b. Default: Contractor may be declared in default for a material breach of any term or condition.
- c. Termination for Convenience: Hospitals may terminate this Contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written notice to Contractor. Termination charges shall not apply unless they are mutually agreed by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Contractor prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter shall be handled in accordance with Section 19 ("Dispute Resolution").
- d. Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of Contractor or Contractor's suppliers or subcontractors, Hospital(s) shall be entitled, by written or oral notice, to cancel and/or terminate this Contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against Contractor by reason of Contractor's breach as provided by law.
- e. Termination Due to Change in Funding: If the funds Hospital(s) relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on funding by the entity funding Hospital(s), Hospital(s) may immediately terminate this Contract by providing written notice to Contractor. The termination shall be effective on the date specified in the termination notice.
- f. Termination by Mutual Agreement: Hospital(s) or Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

8. COMPLIANCE WITH APPLICABLE LAW – At all times during the term of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations. To the extent Contractor will provide performance to any UW Medicine entity, Contractor agrees to comply with all UW Medicine Compliance policies and the UW Medical Center Corporate Compliance Plan. For additional information: <http://depts.washington.edu/comply/policies/> or contact comply@uw.edu. Any violation of this section would be considered a material breach of this Contract. Contractor agrees to indemnify and hold Hospital(s) harmless from any and all damages or claims caused by Contractor's failure to comply with the law.
9. COMPLIANCE WITH CIVIL RIGHTS LAW – Contractor and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
10. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT – During the term of this Contract, Contractor shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor shall give written notice of this nondiscrimination requirement to any labor organization with which Contractor has a collective bargaining or other agreement. In the event Contractor enters into any subcontract, Contractor shall include this clause therein.
11. CONFIDENTIALITY – Contractor may use information gained by reason of this Contract only for the purpose of this Contract. Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law. Contractor shall maintain the confidentiality of all confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by Hospitals.
- Nothing in this Contract shall prohibit any UW Medicine Component Unit from sharing confidential information with other UW Medicine Component Units as so defined on page 1 of this Contract and current UW Medicine affiliate and alliance partners.
12. CONFLICT OF INTEREST – Notwithstanding any determination by the Executive Ethics Board or other tribunal, Hospitals may, in their sole discretion, by written notice to Contractor terminate this Contract if it is found after due notice and examination by Hospitals that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving Contractor in the procurement of this Contract, or provision of goods or services under this Contract. If this Contract is terminated as provided herein, Hospitals shall be entitled to pursue the same remedies against Contractor as they could pursue in the event of a breach of this Contract by Contractor. The rights and remedies of Hospitals provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
13. COPYRIGHT AND INTELLECTUAL PROPERTY PROVISIONS – Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Hospitals. Hospitals shall be considered the author of such Materials. If the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to Hospitals effective from the moment of creation of such Materials.
- For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, Contractor grants to Hospitals a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to Hospitals. Hospitals shall receive prompt written notice of each notice or claim of copyright infringement received by Contractor with respect to any Materials delivered under this Contract. Hospitals shall have the right to modify or remove any restrictive markings placed upon the Materials by Contractor.
14. COVENANT AGAINST CONTINGENT FEES – Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents, as defined in the Federal Acquisition Regulations ("FAR") Subpart 3.4, maintained by Contractor for the purpose of securing business. Hospitals shall have the right, in the event of breach of this clause by Contractor, to annul this Contract without liability or, in their discretion, to deduct from this Contract price or consideration or to recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

15. DATA PROCESSING AGREEMENT ("DPA") – If, during the course of the performance, administration, or maintenance of this Contract, or any extension or renewal thereof, Contractor acquires, uses, or otherwise obtains access to "University Personal Data ("UPD")," Contractor must implement appropriate administrative, technical, and physical security measures to protect that UPD. Contractor, at the sole discretion of Hospitals, shall be required to execute a DPA that shall be attached to this Contract as an exhibit, attachment, or written amendment.
16. DELIVERY – Delivery shall be accomplished by the date and time in the applicable purchase order or contract document. Non-compliance may be construed as grounds for termination for failure to deliver on time.
17. DELIVERY RESTRICTIONS – Contractor shall comply with all Hospital parking instructions, oral and written, and park in designated parking areas.
18. DIGITAL ACCESSIBILITY – UW is a public entity, and in accordance with, inter alia, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Amendments Act of 2008, and amendments and updates thereto, is obligated to make its services, programs, and activities to individuals with disabilities. To the extent the goods and services provided by Contractor include or incorporate digital products or services, including web content, web applications, software systems, cloud services, mobile apps, digital documents, audio/video content, and other works that include a digital user interface and are intended for use by students, employees, patients, and visitors of the University of Washington, Contractor represents (1) that it is committed to promoting and improving accessibility of all its products as specified in Web Content Accessibility Guidelines (WCAG) 2.1 Level AA as the Minimum Digital Accessibility Standard as defined in the University of Washington Digital Accessibility Rider (Rev. 3/31/25) ("Rider") that contractors are expected to meet, and (2) Contractor's Works shall provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as it provides to individuals without disabilities, as defined in the Rider, incorporated by reference or attached to a University purchase order or contract.
19. DISPUTE RESOLUTION – If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation or some other dispute resolutions procedure.
20. FEDERAL EXCLUSION AND DEBARMENT – Contractor, by accepting the terms of this Contract, certifies that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. Contractor shall include the above-mentioned requirement in any and all subcontracts into which it enters. In the event that Contractor becomes debarred, suspended or ineligible from participating in transactions, Contractor shall notify Hospital(s) and UW Medicine Supply Chain in writing within three (3) working days of an event. To the extent that Contractor will provide performance to any Hospitals, Contractor hereby represents and warrants that Contractor is not currently, and at no time has been sanctioned, debarred, suspended, or excluded by any federally funded healthcare program, including without limitation, Medicare and Medicaid. Contractor hereby agrees to immediately notify Hospital(s) and UW Medicine Supply Chain of any threatened, proposed, or actual sanctions, debarment action, suspension, or exclusion by or from any federally funded healthcare program during the term of this Contract.
21. FORCE MAJEURE – Neither Contractor nor Hospitals shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor or the Hospital(s). Such causes, may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Hospitals acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, Hospital(s), or their respective Subcontractors.
22. GOVERNING LAW – This Contract shall be interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for King County.
23. HIPAA BUSINESS ASSOCIATE – If, during the course of the performance, administration, or maintenance of this Contract, or any extension or renewal thereof, Contractor acquires, uses, or otherwise obtains access to Protected Health Information ("PHI"), as that term is defined in the UW Business Associate Agreement, incorporated herein, and 45 CFR Parts 160 and 164, then Hospitals and Contractor agree that Contractor is a "Business Associate" as defined in 45 CFR 160.103 and that all the terms and conditions of the UW's Business Associate Agreement shall apply. Contractor shall not use or disclose PHI except as explicitly permitted or required by this Contract or as required by law. The University of Washington Business Associate Agreement can be found at the following website: <http://depts.washington.edu/comply/compliance-programs/hipaa-program/business-associates/>.

24. **INDEMNIFICATION** – Contractor shall indemnify, defend, and hold the UW, the Board of Regents of the University of Washington, Hospitals, and their officers, employees, students and agents, harmless from and against all claims for damages, costs (including attorney’s fees), or liability, relating to the death or injury to any persons or the damage of any property resulting from or arising out of the acts or omissions of Contractor or its employees, agents, or Subcontractors in connection with this Contract.

Contractor expressly agrees to indemnify, defend, and hold harmless Hospital(s) for any claim arising out of or incident to Contractor’s or any Subcontractor’s performance or failure to perform this Contract.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify Hospital(s), the Board of Regents of the UW, and their officers, employees, students and agents as provided herein.

Each Hospital shall indemnify, defend, and hold Contractor harmless against any damage, cost, or liability, including reasonable attorney’s fees, for all injuries to persons or property arising from negligent acts or omissions attributable to that specific Hospital or its employees or agents.

In no event shall any Hospital be required to indemnify Contractor for any injury to person or property that is not attributable to a negligent act or omission by that specific Hospital.

25. **INDEPENDENT CONTRACTOR** – The parties intend that an independent contractor relationship is created by this Contract. Contractor and his or her employees or agents performing under this Contract are not employees or agents of any of Hospitals. Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, or claim to be, an officer or employee of the University of Washington, Hospitals or of the State of Washington by reason hereof, or act as an attorney in fact, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee. Conduct and control of the work will be solely with Contractor.
26. **INFRINGEMENTS** – Contractor agrees to defend, indemnify, and hold harmless Hospitals against all claims for patent, copyright, or franchising infringements arising from the purchase, installation, or use of material ordered under this Contract, and to assume all expense and damage arising from such claims.
27. **INSPECTION** – In addition to any rights of access or inspection that may be included in the Special Terms and Conditions (Contract document), Contractor shall provide reasonable access to Contractor’s place of business, Contractor records, and client records, to Hospitals and to any authorized agent of the State of Washington or the federal government in order to monitor, audit, and evaluate Contractor’s performance and compliance with applicable regulations, and these Contract terms during the term of this Contract and for one-year (1-year) following completion, termination or expiration of this Contract. If any litigation or audit is started before the expiration of the one-year (1-year) period, the records shall be retained until all litigation, claims, and/or audit findings involving the records have been resolved.
28. **INSURANCE** – If Contractor’s performance of this Contract will involve Work falling into any of the categories enumerated within this section, Contractor shall at its own expense maintain in force with insurance companies acceptable to the University the kinds of insurance and minimum amounts of coverage set forth in subsection “a” through “f.”

Cognizant of the variety of policy forms currently within the insurance industry, the coverages provided under this section may be maintained in one or more type of insurance policies. However, regardless of the types of types and forms all policies shall:

- i. Name the Board of Regents of the University of Washington as an additional insured and contain an appropriate severability of interests’ clause. This requirement is waived for Professional Liability Policies;
- ii. Include a waiver of subrogation in favor of the University;
- iii. Include cross-liability coverage;
- iv. Be primary as to any other insurance or self-insurance programs afforded to or maintained by the University.

Upon request, Contractor shall, prior to the commencement of Work under this Contract, provide UW Medicine Supply Chain Contracting at scmhelp@uw.edu with a certificate of insurance evidencing proof of insurance coverage, and shall name the Board of Regents of the UW as an additional insured. The additional insured endorsement may be either specific to the UW or may be “blanket” or “automatic” addressing any person or entity as required by Contract.

Hospitals and UW reserve the right to require additional types of insurance, and/or higher insurance limits, as circumstances require.

Contractor shall maintain insurance of at least the following types and amounts:

a. Commercial General Liability Insurance

For service Contracts in which Contractor will perform a significant portion of Work under this Contract on Hospitals' campuses, within Hospitals' or UW facilities, in contact with Hospitals' employees or UW students, or upon request, Contractor shall maintain Commercial General Liability Insurance ("CGL"), and provide proof of such insurance, upon request, in no less than the following amounts:

- i. \$1,000,000 per occurrence;
- ii. \$3,000,000 aggregate;
- iii. \$100,000 fire legal liability.

b. Automobile Liability Insurance:

For Contracts including services delivered pursuant to this Contract involving the use of vehicles, either owned, unowned or hired by Contractor, Contractor shall maintain Automobile Liability Insurance, and provide proof of such, in the following amount:

- i. \$1,000,000 per occurrence; owned, unowned and hired vehicles shall be covered;
- ii. Contractor may provide Combined Single Limit for bodily injury and property damage.

c. Professional Liability/Errors and Omissions Insurance, including Internet Professional Liability:

- i. For services delivered pursuant to this Contract, either directly or indirectly that involves or requires professional services, skill, and/or judgment, or upon request, Contractor shall maintain Professional Liability/Errors and Omissions Insurance, and provide proof of such upon request in the following amounts:
 1. \$2,000,000 per claim;
 2. \$3,000,000 aggregate.
- ii. For Internet Professional Liability, relevant policies must include coverages for claims arising out of a failure of the insured's internet professional services or claims arising out of the rendering or failure technology services by insured; claims arising from the failure of insured technology products (including hardware and software) to perform its intended function or purposes, and; claims arising from insured security / privacy controls failure including but not limited to: failure of contractor to prevent the transmission of Malicious Code; failure to prevent unauthorized host or network use; failure to prevent unauthorized host or network access; failure to handle, manage, store, destroy, or otherwise control University data (data that is provided by or processed at the direction of the University); failure to prevent collection of protected personal information.

d. Foreign Liability Insurance

- i. For services provided under this contract which will be performed outside of the United States, or upon request, Contractor shall maintain the following types and levels of insurance, and provide proof of such upon request:
 1. International Commercial General Liability coverage with a limit of at least \$5,000,000 per occurrence, including products/completed operations coverage;
 2. International voluntary workers' compensation coverage per statutory requirements;
 3. International automobile liability insurance with limits of at least \$1,000,000 per occurrence; Contractor shall submit to UW Medicine Supply Chain Contracting within 15 days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

e. Cyber Liability/ID Theft and Extortion Insurance

- i. For services provided under this contract which include the use of the UW DPA and/or the UW's Business Associate Agreement, Contractor shall maintain Cyber Liability/ID Theft and Extortion Insurance with limits of at least \$2 million each claim and in the aggregate.

- ii. The cyber risk/privacy policy shall provide coverage for (i) liability incurred from alleged or actual theft, dissemination, and/or use of personal or confidential information and any related first party forensic and legal costs, required to investigate the cyber incident; (ii) network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to services, including denial of service, unless caused by a mechanical or electrical failure; (iii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon; (iv) any government investigations resulting from the alleged or actual disclosure of personal or confidential information or network security liability event; and (v) non-physical business interruption.

f. Worker's Compensation – as required by statute.

- 29. LICENSING, ACCREDITATION AND REGISTRATION – Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Contract.
- 30. LIENS, CLAIMS AND ENCUMBRANCES – Contractor warrants and represents that all the materials, equipment and services and products delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
- 31. LIMITATION OF LIABILITY – Hospitals shall not be liable to Contractor or to any Subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement. This section does not modify any specific agreement regarding liquidated damages or any other conditions as are elsewhere expressly agreed to between the parties.
- 32. ORDER IDENTIFICATION - All invoices, packing lists, packages, shipping notices, and other written documentation affecting any goods delivered under this Contract shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every package shipped pursuant to this Contract indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received. Shipments received without purchase order numbers may be refused at Contractor's expense.
- 33. ORDER OF PRECEDENCE - In the event of any inconsistencies or conflicting terms and conditions in this Contract, such inconsistency or conflict shall be resolved by giving precedence in the following order: federal, state or local laws or regulations, the UW Medicine special terms and conditions, the UW Medicine General Terms and Conditions Federal Flowdown Terms and Conditions, if applicable. Contractor's terms proposed are rejected, unless otherwise provided in writing by UW Medicine Supply Chain Contracting.
- 34. MISCELLANEOUS FEES/CHARGES - Hospitals reserves the right to short pay invoices that include unidentified or miscellaneous fees and charges not included in Contractor's quote, proposal, or contract with the UW. Miscellaneous fees/charges may include, but are not limited to: tariffs, special handling or packaging, fuel surcharge, compliance charge, paper invoice fee, merchant bank fee, energy surcharge, additional time fee, etc.
- 35. PAYMENT, CASH DISCOUNT – Hospitals shall not process invoices for payment, and the period of computation for cash discount will not commence, until Hospitals receive a properly completed invoice or receive and accept invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. If Purchaser fails to timely pay, Contractor may invoice a minimum of \$1 or a maximum of 1% per month on the amount overdue (RCW 39.76.011). Payment shall not be considered late if a check or warrant is available or mailed within the time specified, or if no terms are specified, within thirty (30) days from date of receipt of a properly completed invoice for goods or services, whichever is later.

UWMC utilizes a Bank of America ePayables credit card for purchase order transactions. Contractors will be expected to accept payment via this method, if requested, at no additional charge to UWMC. More information about the ePayables process can be found at <http://f2.washington.edu/fm/ps/epayables>.

HMC's utilizes JP Morgan Chase Single Use Account ("SUA") credit card for purchase order transactions. Contractor will be expected to accept payment via this method, if requested, at no additional charge to HMC. Contractors accepting SUA payments will be paid Net15 instead of our typical Net30. Additional information about the SUA may be requested by emailing hmc sua@uw.edu.

36. **PUBLICITY** – Contractor shall submit to Hospitals all advertising and publicity matters relating to this Contract in which, Hospitals' names or the names of other UW Medicine Component Units, including the name "UW Medicine", is specifically named or implied. Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of UW Marketing and Communications. Hospitals' names and the names of other UW Medicine Component Units, including "UW Medicine", may be included in a company's website, press release, brochure, presentation, or annual report on a customer list, so long as the listing does not include any descriptive language which could be interpreted as an endorsement by the UW and no logos are used.
37. **PUBLIC RECORDS ACT** -- Notwithstanding any of the foregoing provisions of this section or any other provisions in this Contract regarding confidentiality, Contractor acknowledges that HMC and UWMC are agencies of the State of Washington, and as such all are subject to Washington's Public Record Act, RCW 42.56 ("PRA"). If HMC, or UWMC receive a public records request covering information that may be considered confidential under this Contract, the sole obligation of HMC and/or UWMC hereunder shall be to provide Contractor with no less than two (2) weeks' notice prior to any disclosure so as to enable Contractor, if it should so choose, to seek an injunction or other court order against disclosure. If Contractor has not obtained and served on HMC and/or UWMC, as applicable, an injunction or temporary restraining order against disclosure by the disclosure date indicated in the notice to HMC and/or UWMC, then HMC and/or UWMC may disclose the requested information without further obligation under this Contract.
38. **PROPRIETARY INFORMATION** –Contractor must clearly identify any material such as, but not restricted to, valuable formulae, designs, drawings, and research data claimed to be exempt from public records request, as allowable by law (RCW 42.56.270), along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary and are subject to public record requests. Hospitals will give notice to Contractor of any request for disclosure of such information. Failure to so label such material or to timely respond after such notice of request for public disclosure has been given shall be deemed a waiver by the submitting supplier of any claim that such materials are, in fact, exempt.
39. **RECORDS MAINTENANCE** –

OPTON #1:

This language is to be used if Contractor WILL RECIEVE UW Medicine data.

To the extent that Contractor, on behalf of Hospitals/UWM Component Units, uses or retains any records/data subject to the requirements for preservation and destruction of records under RCW 40.14, Contractor shall retain records in accordance with the current, authorized UW Medicine records retention schedules. Additionally, after retention requirements for records/data received/produced under this Contract have been met, Contractor shall destroy the records/data at no cost. If any litigation, claim, or audit is started before the legal retention requirement has been met, the records/data shall be placed on legal hold until the litigation/claim/audit has been resolved. At end/termination of this Contract, Contractor shall, at no cost, return any remaining data/records (in any and all formats) still within legal retention period to Hospitals/UWM Component Units, at no cost. Additionally, at end/termination of Contract Contractor shall destroy any remaining records/data (in any and all formats) relating to this Contract, that are outside of the legal retention period, as well as any copies of records/data (in any and all formats) produced or received from Hospitals/UWM Component Units during this Contract. Questions regarding retention are addressed to UW Medicine Records and Information Governance at hrc@uw.edu.

OPTON #2:

This language is to be used if Contractor WILL NOT RECEIVE UW Medicine data.

RECORDS MAINTENANCE – Hospitals/UWM Component Units shall maintain agency-owned or produced records for the legal retention period and in accordance with the current, authorized UW Medicine records retention schedules. To the extent that Contractor, on behalf of Hospitals/UWM Component Units, uses or retains any records owned or produced by Hospitals/UWM Component Units which are subject to the requirements for preservation and destruction of records under RCW 40.14, Contractor shall retain such records in accordance with the current, authorized UW Medicine records retention schedules. During the legal retention period, at no additional cost, UW Medicine-owned or produced records, including products generated under this Contract, shall be subject at all reasonable times to inspection, review, or audit by Hospitals/UWM Component Units, the Office of the State Auditor, and any federal and state officials so authorized by law, rule, regulation, or agreement. If any litigation, claim, or audit is started before the end of the legal retention period of UW Medicine-owned or produced records in the custody of the Contractor shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Questions regarding retention are addressed to UW Medicine Records and Information Governance at hrc@uw.edu.

40. REFERRALS NOT REQUIRED – This Contract does not impose an obligation on any party to refer patients to any other person or entity to maintain this Contract. No person shall receive any payment hereunder for referral of any patient or ordering of any item or services.
41. REGISTRATION WITH DEPARTMENT OF REVENUE – To the extent required by law, Contractor shall complete registration with the Washington State Department of Revenue.
42. REJECTION – All goods or products purchased herein are subject to approval by Hospitals. Any rejection of goods or products resulting in nonconformity to the terms, conditions, or specifications of this Contract, whether held by Hospitals or returned will be at Contractor's risk and expense.
43. RIDERS TO UWM GENERAL TERMS AND CONDITIONS – UWM reserves the right to supplement these General Terms and Conditions with additional Rider(s) that addresses certain risk area(s) or additional conditions associated with the Work to be performed by the Contractor.
44. SEVERABILITY – If any term or condition is deemed invalid by any court, such invalidity shall not affect the validity of the other terms and conditions of this Contract.
45. SHIPPING INSTRUCTIONS – Unless otherwise instructed, all goods are to be shipped prepaid, FOB Destination, as defined in RCW Title 62A. Where specific authorization is granted to ship goods FOB Shipping Point, Contractor agrees to prepay all shipping charges, to route cheapest common carrier, and to bill Hospitals as a separate item on the invoice for the charges. Hospitals reserve the right to refuse COD shipments. Regardless of FOB Point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and products ordered herein that occur prior to delivery, and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
46. SITE SECURITY – While on Hospital premises, Contractor and its agents, employees, or subcontractors shall conform in all respects with all applicable policies, rules, or regulations, including those of Hospitals.
47. SUBCONTRACTING – Neither Contractor nor any Subcontractor shall enter into subcontracts for any of the Work contemplated under this Contract without obtaining prior written approval of Hospitals.
48. TAXES – All payments accrued on account of payroll taxes, property taxes, unemployment contributions, any other taxes, insurance or other expenses for Contractor or its staff shall be the sole responsibility of Contractor.

Where required by state statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, Hospitals agree to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by Contractor shall be made for federal excise taxes and Hospitals agree to furnish Contractor with an exemption certificate where appropriate. Contractor shall calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade in in accordance with WAC 458-20-247.

49. TERMINATION PROCEDURES – Upon termination of this Contract, Hospitals, in addition to any other rights provided in this Contract, may require Contractor to deliver to Hospitals any products specifically produced or acquired for the performance of the part of this Contract that has been terminated. Hospitals shall pay to Contractor the agreed upon price for such products.

The rights and remedies of Hospitals provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by Hospitals, Contractor shall:

- a. Stop work under this Contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for products, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
- c. Assign to Hospitals, in the manner, at the times, and to the extent directed by Hospitals, all of the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case Hospitals have the right, at its/their discretion, to settle or pay any or all claims arising out of the termination of all such orders or subcontracts;

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Hospitals to the extent Hospitals may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to Hospitals and deliver in the manner, at the times, and to the extent directed by Hospitals any property which, if this Contract had been completed, would have been required to be furnished to Hospitals;
- f. Complete performance of such part of the work as shall not have been terminated by Hospitals; and
- g. Take such action as may be necessary, or as Hospitals may direct, for the protection and preservation of the products related to this Contract which is in the possession of Contractor and in which Hospitals has or may acquire an interest.

50. TREATMENT OF ASSETS

- a. Title to all property furnished by Hospitals shall remain in Hospitals. Title to all property furnished by Contractor, for the cost of which Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in Hospitals upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in Hospitals upon (1) issuance for use of such property in the perform of this Contract, or (2) commencement of use of such property in the performance of this Contract, or (3) reimbursement of the cost thereof by Hospitals in whole or in part, whichever first occurs.
- b. Any property of Hospitals furnished to Contractor shall, unless otherwise provided herein or approved by Hospitals be used only for the performance of this Contract;
- c. Contractor shall be responsible for any loss or damage to property of Hospitals that results from the negligence of Contractor or from the failure on the part of Contractor to maintain and administer that property in accordance with sound management practices;
- d. If any Hospitals property is lost, destroyed or damaged, Contractor shall immediately notify Hospitals and shall take all reasonable steps to protect the property from further damage;
- e. Contractor shall surrender to Hospitals all property of Hospitals before settlement upon completion, termination, or cancellation of this Contract.

51. WAIVER – Any failure by Hospitals to insist upon strict performance of any term or condition of this Contract, or failure to exercise or delay in exercising any right or remedy provided in this Contract or by law, or the acceptance of (or payment for) products, goods or services, shall not be deemed a waiver of any right of Hospitals hereunder or of Hospitals' rights to insist upon strict performance of any term or condition of this Contract. A waiver of one default or breach shall not be deemed a waiver of any subsequent default or breach. In no event shall any waiver be construed as a modification of the terms of this Contract unless so stated in a writing signed by Hospitals.

52. WARRANTY

- a. **Product.** Contractor warrants that all goods, products, and services delivered under this Contract conform to specifications herein, shall be free from defects in material and workmanship, and shall be fit for the intended purpose. All goods, products and services found to be defective shall be replaced upon notification by Hospitals. All costs of replacement, including shipping charges are to be borne by Contractor;
- b. **Price.** Contractor warrants that prices of all products, equipment, and services set forth herein do not exceed those charged by Contractor to any other customer purchasing the same goods, products or services under similar conditions and in like or similar quantities;
- c. **Financial Status:** Contractor warrants that at the time of the commencement of its performance under this Contract, it has not commenced bankruptcy proceedings and that there are no judgment, liens or encumbrances of any kind affecting title to any goods or products that are the subject of this Contract.