

SECTION 8**SPECIAL COMMODITY PROCEDURES****SUBJECT:****HOSPITAL CONTRACTS****PROCEDURE #8.14**

Policy: The University of Washington, for and on behalf of its health system UW Medicine, seeks to ensure that UW Medicine achieves its objectives while complying with all applicable laws and regulations. One critical area of compliance is ensuring that the University does not conduct business with vendors excluded under certain federal programs. In order to protect the Federal Government and University of Washington from excluded vendors, the following procedures must be followed when contracting on behalf of the University of Washington, for and on behalf of its health system, UW Medicine.

Procedure:**All Contracts:**

The University of Washington's contracts entered into for and on behalf of its health system, UW Medicine, with vendors and contractors will include language that obligates vendors and contractors to conform to all relevant principles and standards expressed herein and elsewhere by the particular healthcare entity. The following language is to be included in all contracts with individuals or entities:

Federal Exclusion Clause

Vendor represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Vendor is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor will notify UWMC in writing within three (3) days after such event, and upon the occurrence of such event, whether or not such notice is given to UWMC, UWMC shall immediately terminate this Agreement upon written notice to Vendor.

If Vendor is an Employment Agency, Vendor represents and warrants that its employees are not excluded from participation in a "Federal health care program" as defined in 42 U.S.C. § 1320a-7b(f).

Corporate Compliance Plan Clause

University of Washington Medical Center's Compliance Program is designed to ensure that the Medical Center complies with federal, state, and local laws and regulations. It focuses on the promotion of good corporate citizenship, including a commitment to uphold the highest standard of ethical and legal business practices, and the prevention of misconduct. Vendor agrees to conduct all business transactions that occur pursuant to this Agreement in accordance with all applicable laws, regulations, and Medical Center compliance policies, and ensure that Vendor officers, employees and agents do the same. Any major compliance violations would be considered a material breach of this contract.

Examination of RecordsExamination of Records

Vendor Warrants that until three years after final payment under this order, or for any shorter period specified in FAR Subpart 4.7, he/she shall, upon written request, grant access to the Comptroller General or a duly authorized representative from the General Accounting Office and the right to examine any of Vendor's directly pertinent books, documents, papers or other records involving transactions related to the order as prescribed in FAR 52.214-2C

or 52.215.2

State and Federal Laws

Contractor warrants that it shall comply with the applicable state and federal laws and regulations regarding wages and hours, including but not limited to the Fair Labor Standards Act and regulations promulgated by the U.S. Department of Labor, and that Contractor shall indemnify and hold the University harmless from any and all damages or claims that may result from Contractor's failure to comply.

Protected Health Information

The following provision (included in the UW General Terms and Conditions) shall be included in all contracts in which the vendor may access "Protected Health Information" as defined in 45 CFR Parts 160 and 164.

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 the UW and Contractor agree that Contractor is a "Business Associate" as defined in 45 CFR 160.103 and that all of 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.

Data Security

The following provision (included in the UW General Terms and Conditions) shall be included in all contracts in which the vendor may access "University Data" or "Confidential Data" (which may include healthcare related, educational related, personally identifiable information or other types of data) as defined in the UW Data Security Agreement.

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 Data' or 'Confidential Data' as those terms are defined in the UW Data Security Agreement, incorporated herein, then the UW and Contractor agree that all of the terms and conditions of the UW's Data Security Addendum shall apply.

Services Contracts:

The University of Washington Board of Regents hereinafter called "University" has entered into a contract with the United States of America, hereinafter called "Government". This order is entered into a furtherance of the performance of the work provided for in said contract.

The services covered by this order shall be furnished by Vendor subject to all the terms and conditions set forth in this order including the general terms and conditions located at <http://f2.washington.edu/fm/ps/info-for-suppliers/terms-and-conditions>, and applicable provisions from the Federal Acquisition Regulations (FAR). The Vendor, in accepting this order, agrees to be bound by and to comply with these identified terms and conditions.

Contracts for Patient Care Electrical Devices

All electrical devices to be used in patient care should conform to the "UWMC Electrical Device Purchasing Specifications-Patient Care Equipment," available at:

<http://f2.washington.edu/fm/ps/info-for-suppliers/terms-and-conditions> whenever possible.

Contracts for Miscellaneous Electrical Devices

All electrical devices, other than electrical devices to be used in patient care should conform to the “UWMC Electrical Device Purchasing Specifications-Miscellaneous Equipment,” available at:
<http://f2.washington.edu/fm/ps/info-for-suppliers/terms-and-conditions> whenever possible.

Contracts Using Federal Funding

All contracts funded by Federal Grants or Federal Contracts shall include the appropriate flowdown clauses and certifications and representations. These documents are available at:
<http://f2.washington.edu/fm/ps/info-for-suppliers/terms-and-conditions>.