

1865-27654 MYM

CONTRACT FOR ASSISTANCE TO UNINSURED PATIENTS
BETWEEN
SPECIFIC UW MEDICINE HOSPITALS
AND
WASHINGTON STATE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)

This Contract for Purchased Services is between specific UW Medicine Hospitals, namely, Harborview Medical Center and its associated clinics ("HMC") and Washington State Department of Social and Health Services ("DSHS" or "Contractor").

Washington State
Department of Social and Health Services
2106 2nd Avenue
Seattle, WA 98121
Scott Christofersen
206 850-5669
chrissh@dshs.wa.gov

Washington State UBI No. 34 200 7865
Federal ID No. 91-6001088

The University of Washington is an institution of higher education and an agency of the State of Washington. UW Medicine is a comprehensive healthcare organization that includes four hospitals, primary and specialty clinics, the UW School of Medicine, a large physician practice plan and a critical care air transport service as follows: Harborview Medical Center and its associated clinics ("HMC"); UW Medicine/Northwest dba Northwest Hospital & Medical Center and its associated clinics ("NWHMC"); Public Hospital District No. 1 dba Valley Medical Center and its associated clinics ("VMC"); the University of Washington Medical Center and its associated clinics ("UWMC"); UW Physicians Network dba UW Neighborhood Clinics; The Association of University Physicians dba UW Physicians ("UWP"), the University of Washington School of Medicine ("UW SoM"), and Airlift Northwest ("Airlift") (each a "UW Medicine Component Unit" and collectively "UW Medicine Component Units").

Contractor agrees that any other member of the UW Medicine Component Units, as listed in the paragraph above, may join this Purchased Services Contract upon that UW Medicine Component Unit's agreement to each and every term of this Purchased Services Contract by signed, written amendment. The Amendment may include additional scope of work and billing requirements unique to each Hospital to meet their needs.

In consideration of the mutual promises contained herein, the parties agree that this Contract will be performed in accordance with the following terms and conditions:

PURPOSE OF CONTRACT

The purpose of this Contract is to assist uninsured patients of HMC to apply for Medicaid and other programs providing basic needs to low income individuals. For this purpose, DSHS staff will be assigned to work on-site at HMC.

STATEMENT OF WORK

The Contractor will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A. DSHS Obligations:

1. "CSD" means the Community Services Division within the Economic Services Administration of the Washington State Department of Social and Health Services (DSHS). The Belltown Community Services Office is a client service to work on site at HMC;
2. Allocate 1.0 Full Time Employee (FTE) Financial Services Specialist 3 (FSS3) to HMC along with the supervision.
3. Provide supervision, training, and other employee support to DSHS assigned staff to assure his/her collective ability to work effectively in an out-station environment;
4. Provide and maintain personal computer, desktop printer and on-site access to the DSHS secured network systems needed to determine client eligibility for DSHS/CSD programs from the HMC work site.

B. HMC Obligations:

1. Provide a dedicated office area that will include but not be limited to basic office furniture such as desks and chairs for use by DSHS staff doing the work for this Contract;
2. Provide use of copy machine, postage, local telephone and fax access for use by DSHS staff while doing the work for this Contract;
3. Provide one (1) parking pass at HMC for exclusive use of DSHS employee when working onsite in the performance of this Contract and one parking pass as needed for supervisor when onsite.
4. Shall have the right to request the removal and replacement for good cause of any DSHS staff doing the work of this Contract. Good cause shall be determined as in the sole discretion of HMC and is defined as malicious conduct, poor performance with respect to meeting the goals of this Contract, or disruptive behavior as determined by HMC's code of conduct. HMC shall notify DSHS management in writing of the issues leading to a request to replace a DSHS staff;
5. Provide bi-lingual interpretation when needed to support communication with non-English speaking clients and their families;
6. Cooperate with the DSHS Supervisor assigned to this Contract in order to:
 - a. Define and implement best practices in connecting HMC patients likely to be eligible for DSHS programs;
 - b. Define unacceptable work backlog and possible options for reducing work backlog;
 - c. Resolve any process issues involved with this Contract.

7. Attempt to communicate major operational and Contract changes with DSHS proactively thirty (30) days in advance when possible;
8. Coordinate operational quarterly meetings with DSHS;
9. Assign Jennifer Magnani at jmagnani@uw.edu / 206 744-5159 as the designated contact for DSHS onsite personnel.

C. HMC Staffing:

1. Contractor's work schedule for DSHS staff will be for eight (8) contiguous hours (plus lunch break) Monday through Friday, unless any change requested by HMC is pre-approved by the DSHS Supervisor;
2. Contractor's Supervisor shall pre-approve DSHS staff work schedule and/or availability during holidays awarded to similarly classified DSHS staff;
3. HMC will allow time for DSHS staff meetings, training and related travel during the work schedule of all DSHS staff;
4. Grant DSHS staff the use of sick leave and annual leave per DSHS and State of Washington policies. While regularly scheduled staff members are away during normal leave time, DSHS will not provide replacement staff;
5. Reserves the right to request a reduction in staffing requirements as needed during the term of the Contract or during any extension term. Any such reduction in staffing shall be agreed to by both parties by written amendment with forty five (45) days written notice by either party.

D. Insurance:

1. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for all losses for which it is found liable.

E. Quality Assessment and performance Improvement (QAPI)

In accordance with T.J.C. LD.04.03.09, DSHS agrees to work in collaboration with HMC and UWMC in the review and development of relevant quality assurance plans as opportunities for performance improvement are identified. This may include participation in quality assurance activities including event reviews, studies, plans of corrective action for deficiencies identified by either signatory to this Contract or third-party regulatory agencies. DSHS agrees to provide periodic reporting to HMC on the outcome of process changes and corrective actions.

Exhibit A contains the general terms and conditions ("UW Medicine General Terms and Conditions") governing this Contract.

TERM OF CONTRACT

The term of this Contract will be from March 16, 2018 through March 15, 2020, subject to other provisions of this Contract. Hospitals shall have three one-year (1-year) extension options which the Hospitals may exercise in their sole discretion by providing the Contractor with written notice of Hospitals' decision to extend at least thirty (30) days prior to the expiration of the initial Contract term or the then current extension term.

COMPENSATION AND PAYMENT

DSHS shall charge HMC under this Contract for the salary and benefit costs of 1.0 FSS3 FTE by classification working within the Contract for each calendar month and the supervisor prorated allocation as follows:

1. HMC 1.0 FTE FSS3 is \$5,289 per month / \$63,468.00 per year; provide a monthly parking pass;
2. HMC allocation % of an FTE Supervisor (FSS5) is \$249.00 per month / \$2,989.00 per year; provide a parking pass as needed;
3. Total HMC Contract cost is: \$5,538.00 per month / \$66,458.00 per year.

BILLING PROCEDURES

UW Medicine requires all incoming invoices to meet the following standard billing requirements;

1. Purchase order is required for the acquisition of all goods and services;
2. Incoming invoices must reference a valid purchase order number issued by the appropriate UW Medicine entity;
3. Payment terms – Net 30 – upon receipt of a properly completed invoice by Accounts Payable;
4. Separate invoice required for each purchase order;
5. Invoice must be received within thirty (30) days of the receipt of goods and services;
6. UW Medicine does not pay from statements.

UW Medicine **Invoice Requirements** are as follows:

1. Valid Purchase Order from specific UW Medicine entity:
 - a. Bill must reflect correctly the UW Medicine entity that issued the purchase order;
 - b. Only UW Medicine purchase orders can be billed, tenants must be billed directly;
 - c. Include Delivery location, delivery date.
2. Remittance Detail:
 - a. Vendor/Payee name, remittance address, and payment terms;
 - i. W9 or Supplier Registration form complete and consistent with Vendor/Payee name;
 - ii. Tax ID and name accurately matches information on file with the Internal Revenue Services (IRS);
 - iii. Invoice number, invoice date, sub-total, tax (if applicable), grand total.
3. Purchase Line detail;
 - a. Must exactly mirror the purchase order issued for this good or service;
 - b. Include Description of item, purchase order line #, item catalog #, quantity, unit of measure, price per unit, tax, extended line amount;
 - c. Include Description of service, Contract number, equipment serial number (if applicable), service date(s).

Incorrectly completed invoices will be returned to Vendor with a request to issue a new invoice with a current date and required information.

Hospitals shall make no payments in advance or in anticipation of goods to be provided under this Contract.

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Paper invoices should be addressed correctly and mailed/e-mailed to the Accounts Payable Department for the UW Medicine entity listed on the purchase order.

Harborview Medical Center
Attn: Accounts Payable
PO Box 50009
Seattle WA 98145
hmcap@uw.edu
206-598-6390 for inquiries

UW Medicine is committed to pursuing Electronic Data Interchange (EDI) invoicing with all our trading partners. For more information on utilizing this invoicing option, please contact Accounts Payable at the numbers listed above.

The preferred method of payment is bankcard. Please specify if you accept payment by credit card during your vendor registration.

CONTRACT MANAGEMENT

The Contract Manager for HMC listed below and Contractor shall be the contact persons for all communications and billings regarding the performance of this Contract.

Business Manager/Department Manager for HMC is:	Contract Manager for Contractor is:
Jennifer Magnani 325 9 th Ave Seattle, WA 98104 Phone: (206) 744-5159 E-mail: jmagnani@uw.edu	Scott Christofersen 2106 2 nd Ave Seattle, WA 98121 Phone: (206) 850-5669 E-mail: chrishh@dshs.wa.gov

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Special terms and conditions as contained in this basic Contract instrument
- Exhibit A – UW Medicine General Terms and Conditions
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This Contract including referenced exhibits represents all the terms and conditions agreed upon by Hospitals and Contractor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties.

CONFORMANCE

If any provision of this Contract violates any statute, regulation or rule of law, it is considered modified to conform to that statute, regulation or rule of law.

UW Medicine
SUPPLY CHAIN

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DSHS CONTRACT NO. ~~1865-90545~~ *1865-27654* *MM*

APPROVAL

This Contract shall be subject to the written approval of Hospital's authorized representative and shall not be binding until so approved and signed below. The Contract may be altered, amended, or waived only by a written amendment executed by all parties.

HARBORVIEW MEDICAL CENTER

Sandra K. Buckingham
(signature)

Sandra K. Buckingham
(printed name)

Systems Director, Strategic Sourcing, SCM-UWM
(title)

3-16-18
(date)

WASHINGTON STATE DEPARTMENT OF
SOCIAL AND HEALTH SERVICES

Christine Simmons
(signature)

Christine Simmons
(printed name)

ESA/CSO Contracts Officer
(title)

3-21-18
(date)

UW MEDICINE
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS – “Contract” means the written agreement between specific UW Medicine hospitals and the Contractor into which these General Terms and Conditions have been incorporated by reference. Other defined terms herein have the same meaning as in the Contract.

2. 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 the Hospitals.

3. CORPORATE COMPLIANCE PLAN – UW Medicine’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. Contractor agrees to conduct all business transactions that occur pursuant to this Contract in accordance with all applicable laws, regulations, and Medical Center compliance policies, and ensure that Contractor officers, employees and agents do the same. Any major compliance violations would be considered a material breach of this Contract. For additional information, access the following link: <http://depts.washington.edu/comply/>.

4. CONFIDENTIALITY – 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.

5. CONFLICT OF INTEREST – Notwithstanding any determination by the Executive Ethics Board or other tribunal, Hospitals may, in their sole discretion, by written notice to the 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, Revised Code of Washington (“RCW”) 42.52; or any similar statute involving the Contractor in the procurement of this Contract, or provision of products under this Contract.

If the Contract is terminated as provided above, Hospitals shall be entitled to pursue the same remedies against the Contractor as they could pursue in the event of a breach of the Contract by the 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.

The Contractor shall exert all reasonable effort to advise Hospitals, at the time of delivery of products furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract. Hospitals shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this Contract. Hospitals shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

6. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except a bona fide employee or agency, as defined in the Federal Acquisition Regulations (“FAR”) Subpart 3.4. Hospitals shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in their discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

7. DATA SECURITY – 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 and Privacy Agreement, incorporated herein, the UW and Contractor agree that all of the terms and conditions of the UW’s Data Security Addendum shall apply, which can be found at the following:
<https://ciso.uw.edu/resources/risk-mgmt/external-data-sharing/>.

8. DEBARMENT CERTIFICATION – The Contractor, by accepting the terms of the Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Contractor shall include the above mentioned requirement in any and all subcontracts into which it enters. In the event that the Contractor becomes debarred, suspended or ineligible from participating in transactions, the Contractor shall notify Hospitals in writing within three (3) days of an event.

9. DELIVERY – For any exceptions to the delivery date as specified on this order, Contractor shall give prior notification and obtain approval thereto from each respective Hospital’s Purchasing department, as appropriate. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver on time. The acceptance by a Hospital of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Contractor.

10. DELIVERY RESTRICTIONS – Contractor shall comply with all Hospital parking instructions, oral and written, and park in designated parking areas.

11. EQUAL OPPORTUNITY – In accordance with Title VI and Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d through 42 U.S.C. 2000d-4 and 42 U.S.C. 200e, *et seq.*, and the relevant federal regulations adopted pursuant to Title VI, Contractor assures that it shall not discriminate against any company, subcontractor, employee, or other person on the grounds of race, color, sex, or national origin under this Contract or under any project, program, or activity supported by this Contract. Contractor agrees that Hospitals may withhold payments to the Contractor under this Contract until the Contractor complies with the Title VI and Title VII requirements, or may cancel, terminate, or suspend the Contract, in whole or in part. Contractor further agrees that it will comply with the Age Discrimination Act of 1975, 42 USC 6101, *et seq.*, and Presidential Executive Orders 11246 and 11375, as amended, and agrees that the equal opportunity clause contained in the Executive Order 11246 and 11375 as amended is incorporated in this Contract by reference. If this Contract permits the Contractor to subcontract any part of its obligation under this Contract, the Contractor shall include the provisions of this section in every subcontract.

12. EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES AND AFFIRMATIVE ACTION – Contractor certifies that it will comply with Sections 503 and 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 793 and 794, as amended, and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, regarding its programs, services, activities, and employment practices. Contractor further certifies that it will comply with the Vietnam Era Veterans Readjustment Act of 1974, as amended, and agrees that the Affirmative Action Clause contained therein is incorporated herein by reference. If this Contract permits the Contractor to subcontract any part of its obligation under this Contract, the Contractor shall include the provisions of this section in every subcontract.

13. EXAMINATION OF RECORDS – Contractor warrants that until three (3) years after final payment under this order, or for any longer or shorter period specified in FAR Subpart 4.7, he/she shall retain records as indicated in FAR Subpart 4.7 and, 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 Contractor’s directly pertinent books, documents, papers or other records involving transactions related to the order as prescribed therein.

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14. FORCE MAJEURE – No party shall be liable for any delay or failure to perform hereunder to the extent that such delay or failure to perform arises from causes beyond the reasonable control and without the fault or negligence of that party, including such causes as acts of God or of the public enemy, acts of a governmental body other than the Hospitals acting in either its sovereign or Contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather (a "force majeure event") provided, however, that as a condition to claiming non-liability under this clause, the party claiming such non-liability shall deliver prompt written notice to the other parties of the alleged force majeure event, including a description of the force majeure event, the specific Contract obligations affected by such event, whether performance of such obligations is expected to be permanently prevented or merely delayed by such event, and in the case of a delay of performance, the estimated length of such delay; and provided further that the non-liability provided hereunder shall only apply to the extent of any performance permanently prevented or delayed, and in the case of delay, only for the period of such delay.

15. FEDERAL EXCLUSION CLAUSE – Contractor 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. If the Contractor is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term for any Contract, the Contractor shall notify Hospitals in writing within three (3) days after such event, and upon the occurrence of such event, whether or not such notice is given to Hospitals, Hospitals shall immediately terminate this Contract upon written notice to the Contractor. If the Contractor is an Employment Agency, the Contractor 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).

16. GOVERNING LAW – This Contract shall be interpreted in accordance with the laws of the State of Washington, and the exclusive venue of any action brought hereunder shall be in the Superior Court for King County. In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

17. HIPAA – Contractor agrees to comply with the Health Insurance Portability and Accountability Act to the extent applicable. If Contractor's provision of goods and/or services requires the use of protected health information, then UW Medicine's Business Associate Agreement (BAA) shall apply and are hereby incorporated, and acceptance of this Contract constitutes acceptance of the BAA. Contractor agrees to cooperate with Hospitals in completing, to the extent necessary, any incomplete provisions of the BAA in the event it is incorporated herein. The UW Medicine Business Associate Agreement can be found at the following website: <http://depts.washington.edu/comply/policies-procedures/>.

18. INDEMNIFICATION – Contractor shall indemnify, defend, and hold 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, or liability, including reasonable attorney's fees, for all injuries to persons or property arising from negligent acts or omissions of Contractor or its employees, agents, or subcontractors. (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 an act or omission by that specific Hospital.

19. INDEPENDENT CONTRACTOR – The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of any of the Hospitals. The Contractor will not hold himself/herself out as, or claim to be, an officer or employee of any of the Hospitals or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to a state employee under law. Conduct and control of the work will be solely with the Contractor.

20. INDUSTRIAL INSURANCE COVERAGE – To the extent applicable, the Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance.

21. 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 on this Contract, and to assume all expense and damage arising from such claims.

22. INSURANCE – The Contractor shall provide evidence of the following insurance coverages, which shall be maintained in full force and effect during the term of this Contract:

1. Commercial General Liability Insurance – Commercial general liability insurance (CGL), including Contractual liability and products and completed operations coverage, with limits adequate to protect against legal liability arising out of Contract activity, but in any event no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
2. Automobile Liability Insurance – If Contractor's performance of this Contract involves the use of vehicles, either owned, unowned OR HIRED by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence. A Combined Single Limit for bodily injury and property damage is acceptable.

All required insurance shall be issued by an insurance company or companies acceptable to Hospitals. CGL policies shall name the Board of Regents of the University of Washington and the University of Washington and its agents and employees as additional insureds under the insurance policy or policies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give Hospitals forty-five (45) days advance notice of any insurance cancellation.

Upon request, Contractor shall submit to UW Medicine Supply Chain Management Contracting Department a certificate of insurance that outlines the coverage and limits defined in this section within fifteen (15) days of the Contract effective date. Contractor shall submit renewal certificates as appropriate during the term of the Contract.

23. LICENSING, ACCREDITATION, AND REGISTRATION – The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards, necessary for the performance of this Contract.

24. LIENS, CLAIMS AND ENCUMBRANCES – Contractor warrants and represents that all the goods and products delivered herein are free and clear of all liens, claims, or encumbrances of any kind.

25. OSHAWISHA – Contractor agrees to comply, to the extent applicable, with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished under this order will conform to and comply with those standards and regulations. Contractor further agrees to indemnify and hold harmless Hospitals from all damages or penalties assessed against Hospitals as a result of Contractor's failure to comply with such laws, standards, or regulations and for any failure of the items furnished hereunder to so comply.

26. 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 charge a maximum of 1% per month on the amount overdue. 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 or goods, whichever is later.

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No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by Hospitals.

UWMC utilizes a Bank of America ePayables payment method for purchase order transactions. Contractor 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>.

NWHMC utilizes an American Express ePayables payment method for purchase order transactions. Contractor will be expected to accept payment via this method, if requested, at no additional charge to NWHMC.

HMC's preferred method of payment utilizes JP Morgan Chase Single Use Account (SUA) credit card. Contractor shall accept this expedited method of payment, if requested by HMC, and will do so at no additional charge to HMC. Additional information about the SUA may be requested by emailing hmc sua@uw.edu.

VMC utilizes Global Healthcare Exchange ("GHX") as part of its complete order to payment solution. Contractors are expected to work through the GHX suite of applications without additional fees to VMC, which shall include, but not be limited to, receipt of purchase orders and transmission of electronic invoices to GHX in order to facilitate the payment cycle. Payment will be sent via Wells Fargo Payment and Delivery Preferences Automated Clearing House ("PDP ACH") or via the JP Morgan Chase Single Use Account ("SUA") credit card. Contractor shall accept either of these expedited methods of payment as directed by VMC, and will do so at no additional charge to VMC.

27. PRICE WARRANTY FOR COMMERCIAL ITEMS – Contractor warrants that prices charged to Hospitals do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.

28. PRIVACY – Personal information collected, used, or acquired in connection with this Contract shall be used solely for the purposes of this Contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of Hospitals or as provided by law. Contractor agrees to implement such physical, electronic, or managerial safeguards as may be reasonably necessary to prevent unauthorized access to personal information. Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless Hospitals for any damages or costs, including without limitations, costs of attorneys, consultants, or other costs incurred in connection with any notification to affected individuals as Hospitals may consider reasonably necessary, related to the Contractor's unauthorized use or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers, and other identifying numbers.

29. PUBLICITY – The Contractor agrees to submit to Hospitals all advertising and publicity matters relating to this Contract in which, in Hospitals' judgment, Hospitals' names or the names of other UW Medicine Component Units, including the name "UW Medicine", can be implied or are specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of UW Community Relations and Marketing.

30. PUBLIC RECORDS ACT -- Notwithstanding any of the foregoing provisions of this section or any other provisions in the Agreement regarding confidentiality, Contractor acknowledges that HMC and UWMC are agencies of the State of Washington and are subject to Washington's Public Record Act, RCW 42.56 ("PRA"). If HMC, UWMC, or VMC receive a public records request covering information that may be considered confidential under this Contract, the sole obligation of HMC and/or UWMC and/or VMC 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 and/or VMC, as applicable, an injunction or temporary restraining order against disclosure by the disclosure date indicated in the notice to HMC and/or UWMC and/or VMC, then HMC and/or UWMC and/or VMC may disclose the requested information without further obligation under this Contract.

31. PROPRIETARY INFORMATION – Contractor should clearly identify and mark any material such as, but not restricted to, valuable formulae, designs, drawings, and research data, that supplier considers to be exempt from disclosure under Washington's Public Records Act, (RCW 42.56.270), and any such identification must include a citation to the specific exemptions Contractor considers applicable and an explanation as to how and why Supplier believes such exemptions apply. Failure to so mark such products shall be deemed a waiver by supplier of any claim that such products are exempt under the Public Records Act. Pricing and bid packages are proprietary and subject to public disclosure. If HMC, UWMC, and/or VMC receive a public records request for products provided by Contractor and such products have been marked as provided hereunder, HMC's, UWMC's, VMC's sole obligation with respect to such products will be to give notice to Contractor of such public records request sufficiently in advance of disclosure as to enable supplier, if supplier so chooses, to seek an injunction or other court order against disclosure. If Contractor fails to serve HMC, UWMC, or VMC as applicable, with an injunction, temporary restraining order, or other court order against disclosure by the disclosure date, then HMC, UWMC, or VMC, as applicable, may disclose such products immediately or at any time thereafter without further notice to Contractor and without liability of any kind to Contractor.

32. RECORDS MAINTENANCE – The Contractor shall maintain, at no additional cost, complete financial records relating to this Contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices, and other evidence relating to this Contract and performance of the services described herein, including but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. During the foregoing period, at no additional cost, these records, including products generated under this Contract, shall be subject at all reasonable times to inspection, review, or audit by Hospitals, 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 expiration of the six-year (6-year) period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. 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.

34. REGISTRATION WITH DEPARTMENT OF REVENUE – The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

35. REJECTION – All goods or products purchased herein are subject to approval by Hospitals. Any rejection of goods or material 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.

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36. RIGHT OF INSPECTION – 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 termination or expiration of this Contract.

37. SEVERABILITY – The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

38. 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.

39. 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.

In addition to the foregoing provisions of this section, Contractor and its agents, employees, representatives and/or subcontractors shall display the computer generated badge received from current UW Medicine authorized vendor registration management system. This badge must be obtained daily from the authorized entry point for each UWM Hospital and must be displayed in a visible location on the person at all times while on-site at any of the UWM Hospitals. Expired badges will not be considered acceptable. Failure to follow this policy may include refusal to be permitted on any UW Medicine Hospital campus.

40. 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 Hospitals harmless from any and all damages or claims that may result from Contractor's failure to comply.

41. SUBCONTRACTING – Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of Hospitals.

42. TAXES – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

Where required by state statute or regulation, the 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 as may be applicable to goods purchased hereunder. No charge by the Contractor shall be made for federal excise taxes and Hospitals agrees to furnish the Contractor with an exemption certificate where appropriate.

43. TERMINATION FOR CAUSE – If Hospitals determine the Contractor has failed to comply with the conditions of this Contract in a timely manner, Hospitals shall have the right to suspend or terminate this Contract. Hospitals shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated. Hospitals reserve the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by Hospitals to terminate the Contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g. cost of the competitive bidding, mailing, advertising, and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of Hospitals provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

44. TERMINATION FOR CONVENIENCE – Except as otherwise provided in this Contract, Hospitals may, by thirty (30) days written notice, calculated as from the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, Hospitals shall be liable only for payment required under the terms of this Contract products delivered before the effective date of termination.

45. TERMINATION FOR NON-APPROPRIATION OF FUNDS – If Hospitals are not appropriated sufficient funds, collectively or individually, for the goods or services under this Contract, and a Hospital, in its reasonable judgment, does not have other available funds to pay the Contractor, Hospitals may terminate this Contract by fifteen (15) days written notice in order to comply with RCW 28B.20.145.

46. TERMINATION PROCEDURES – Upon termination of this Contract, Hospitals, in addition to any other rights provided in this Contract, may require the 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 the 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, the Contractor shall:

1. Stop work under the Contract on the date, and to the extent specified, in the notice;
2. 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 the Contract that is not terminated;
3. Complete performance of such part of the work as shall not have been terminated by Hospitals; and
4. 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 the Contractor and in which Hospitals has or may acquire an interest.

47. WAIVER – Any failure by Hospitals to insist upon strict performance of any term or condition of the 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 or equipment, 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.

UW Medicine

SUPPLY CHAIN

CONTRACT NO. HMC18-055
DSHS CONTRACT NO. ~~1365-90545~~

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48. WARRANTY –

- A. Product: Contractor warrants that all products delivered under this order conform to specifications herein, shall be free from defects in material and workmanship, and shall be fit for the intended purpose. All products and services found defective shall be replaced upon notification by Hospitals. All costs of replacement, including shipping charges, are to be borne by the Contractor.
- B. Price: Contractor warrants that prices of all products or equipment, set forth herein do not exceed those charged by Contractor to any other customer purchasing the same goods 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 that are the subject of this Contract.