

Attachment 3 to RFP #BAB=122817
University of Virginia – Vendor
Master Agreement

- 1) **Introduction.** This Agreement, effective as of the counter-signature date herein below, is by and between the Rector and Visitors of the University of Virginia, a public corporation, c/o Medical Center Procurement located at 1300 Jefferson Park Avenue Room 1951, Charlottesville, VA, 22903 on behalf of its Medical Center, (“UVAMC” or the “Medical Center”), and Vendor, (“Vendor” or “Firm”), located at _____, delivering the goods and/or services designated.

- 2) **Documents Incorporated into the Agreement.** The following documents are attached hereto and incorporated by reference into this Agreement:
Attachment “A”: UVAMC RFP #BAB-122817
Attachment “B”: Vendor Response Received _____
Attachment “C”: Pricing, Payment & Performance Schedule pursuant to UVAMC Purchase Order # 000_____

- 3) **Background.** By its Request for Proposal #BAB-122817 dated December 28, 2017, (the “RFP”), (Attachment “A”) UVAMC requested proposals from firms for consulting services for the commercialization of emerging glycemic control technologies . In response to the RFP, Vendor submitted a written proposal received _____, (the “Response”), (Attachment “B”).

- 4) **Description Of Goods and Pricing.** Vendor is an independent contractor and assumes full responsibility for completion of the delivery of the goods/services, as described in detail in Attachment “C” to this Agreement, which is incorporated herein for all purposes. Units of deliverables for such goods/services are stated in Attachment “C”. Such goods/services shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment “C”. Pricing shall be deemed fixed and firm over the term of this Agreement, as further detailed in Attachment “B”, Vendor Response, Section ____: “_____”. If a cash discount for early payment can be taken by the University, that cash discount is specified on the purchase order. The University will compute cash discounts from the date of delivery of goods at destination after final inspection and acceptance, or from the date of completion of services, and from the date the correct invoice is received, whichever is later, or as may be agreed between the University and the supplier or contractor. The University will take the cash discount if payment is made within the specified time frame .

- 5) **Supercession.** To the extent that the various Agreement documents are in conflict, the terms of this Agreement will prevail over any and all attachments. In addition, for any conflict between Attachment “A” and “B”, Attachment “A” shall prevail.

- 6) **Term.** The Initial Term of this Agreement shall commence upon the effective date of the Agreement and continue for a period of six (6) months.

- 7) **Invoicing.** Vendor will submit all invoices to: University of Virginia Health System, Medical Center Accounts Payable Department, P.O. Box #800779, Charlottesville, VA 22908-0779. Each invoice shall reference UVAMC Purchase Order #000_____.

8) **Nondiscrimination.** During the performance of this Agreement, Vendor will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions that may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the Medical Center does not discriminate against faith-based organizations.

9) **Conflict of Interests.**

a) Vendor represents to the Medical Center that its entering into this Agreement with the Medical Center does not entail any violation of the Virginia State and Local Government Conflict of Interests Act.

b) During the term of this Agreement, if Vendor enters into any relationships with Medical Center personnel as described herein below, Vendor shall promptly disclose such relationships to the Medical Center as follows:

- The names of any Medical Center personnel that performed work or provided services of any kind to your firm and/or were compensated for performing work or providing services to your firm;
- A description of the work or services performed by Medical Center personnel for your firm;
- A summary of payments made by your firm to any Medical Center personnel.

10) **Assignment.** Neither party to this Agreement will have the right to assign this Agreement, either in whole or in part, without the prior written consent of the other.

11) **Amendments.** No amendment of this Agreement will be effective unless it is reduced to writing and executed by the Medical Center's authorized signatory and by the individual signing Vendor's proposal or by other individuals named by either party as specified in Section 12, Notices below. If Vendor deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

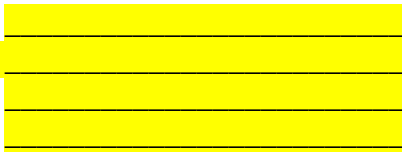
12) **Notices.** Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given:

- a) if delivered personally: when received;
- b) if sent by recognized, overnight courier service: on the date of the receipt provided by such courier service;
- c) if sent by registered mail, postage pre-paid, return receipt requested: on the date shown on the signed receipt; or
- d) if sent by facsimile: when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or the next business day if delivered (as verified by sender's machine) after 4:00 p.m. receiver's time on a business day or if on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

i) If to UVAMC:
UVa Medical Center
PO Box 800705
Charlottesville, VA 22908
ATTN. Chief, Supply Chain Management
FAX: 434-244-7524

ii) If to Vendor:





- 13) **Force Majeure.** Neither Vendor nor the Medical Center shall be responsible to the other party for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.
- 14) **Independent Contractor.** Vendor is not an employee of the Medical Center, but is engaged as an Independent Contractor. Vendor will indemnify and hold harmless the Commonwealth of Virginia, the Medical Center, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Vendor's performance of this Agreement. Nothing in this Agreement will be construed as authority for Vendor to make commitments that will bind the Medical Center or to otherwise act on behalf of the Medical Center, except as the Medical Center may expressly authorize in writing.
- 15) **Worker's Compensation and Employers Liability.** Vendor will:
- a) maintain Employers Liability coverage of at least \$100,000 and
 - b) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.
- 16) **Drug-Free Workplace.** Vendor, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on Medical Center property.
- a) During the performance of this Agreement, Vendor agrees to:
 - i) provide a drug-free workplace for Vendor's employees;
 - ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - iii) state in all solicitations or advertisements for employees placed by or on behalf of Vendor that it maintains a drug-free workplace; and
 - iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Vendor.
 - b) For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to Vendor, the employees of who are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

- 17) **Contract Administrator.** The Medical Center will identify a Contract Administrator for this Agreement. The individual will be the point of contact at the Medical Center for day-to-day operations, but cannot approve amendments to the Agreement or price changes.
- 18) **Waiver.** No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.
- 19) **Indemnification.** Vendor will indemnify and hold harmless The Rector and Visitors of the University of Virginia, the Commonwealth of Virginia, and the employees and agents of each, from any and all property damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) and any other amounts arising out of the performance of the Agreement by Vendor.
- 20) **Governing Law.** This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia without giving effect to its provisions for conflict of laws. Jurisdiction and venue shall be in Virginia state courts.
- 21) **Medicare Access.** Vendor agrees to make available upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement and such books, documents and records as may be necessary to verify the nature and extent of the costs of products and services rendered hereunder to the full extent required by the Centers for Medicare & Medicaid Services (CMS) Implementing Section 92 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. Section 1395x(v)(1)(1) or by any other applicable federal or state law.
- 22) **Federal, State and Local Regulatory Requirements.** Both parties agree, during the Term of this Agreement and the Term of any subsequent agreement, to make best efforts in prospectively identifying and communicating to the other Party, changes required to accommodate all applicable changes in federal and state regulatory (including but not limited to Medicare and Medicaid) mandated requirements.
- 23) **Compliance with Standards of Care.** Vendor agrees to comply with all applicable standards of care and quality that are established by The Joint Commission (TJC), the Centers for Medicare and Medicaid Services (CMS), and UVAMC for the services provided. UVAMC shall define timely care where appropriate and will evaluate the level of service provided by Vendor via its Quality Reporting system and other area-specific evaluation methods. Vendor and UVAMC mutually will cooperate in all phases of applying, scheduling, preparing and executing surveys or inspections by TJC as needed. Both parties agree to work cooperatively to implement changes, correct deficiencies or establish policies required and/or recommended by the inspecting agencies.
- 24) **Change of Laws.**
 - a) In the event there is a change in state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (commonly known as HIPAA), whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of counsel to the Medical Center renders any of the material terms of this Agreement unlawful or unenforceable, or does not accommodate the Medical Center's aim of complying with changes in such law, or meeting the standard of care that the Medical Center adopts in the

good faith exercise of its business judgment, then the applicable term(s) of the Agreement shall be subject to re-negotiation and either party may request re-negotiation of the affected term or terms of the Agreement, upon written notice to the other party, to remedy such condition and conform the Agreement to the requirements of law. If such re-negotiation is unsuccessful within the 30-day period of time following written notification by the party requesting re-negotiation to the non-notifying party, then either party may terminate this Agreement without penalty.

- b) In addition, either party shall have the right to request re-negotiation of the Agreement if, in good faith, counsel to either party determines in his/her judgment that the terms of this Agreement may reasonably be interpreted to violate any law or regulation applicable to it, which, if violated, would jeopardize the status of the Medical Center as a recipient of governmental funds for the provision of the healthcare services or the status of the Medical Center as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor statute. If such re-negotiation is unsuccessful within the thirty (30) day period of time following written notification to the non-notifying party of the notifying party's request to renegotiate, then either party may terminate this Agreement without penalty.
- 25) **Termination.** If Vendor fails to provide quality services in a professional manner, solely as determined by the Medical Center, and, upon receipt of notice from the Medical Center, does not correct the deficiency, to the Medical Center's satisfaction within a reasonable period of time, not to exceed 30 calendar days unless otherwise agreed to by both parties, the Medical Center reserves the right to terminate this Agreement by giving written notice to Vendor. In addition, the Medical Center may terminate this Agreement anytime upon:
- a) the occurrence of, or criminal indictment for, any act or omission by Vendor or any of its assigned staff that is determined by the Medical Center to be detrimental to its reputation, operations, or activities; or
- b) the loss by Vendor of the insurance required. Notwithstanding the above, the Medical Center reserves the right to terminate this Agreement without penalty or liability by providing a 30-day advance written notice to Vendor.
- 26) **Non-Appropriation.** Funding for any Agreement between the Medical Center and Vendor is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other agency of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.
- 27) **Right of Audit.** The Medical Center reserves the right to audit or cause to be audited Vendor's books and accounts regarding the Medical Center's account at any time during the term of this Agreement and for three years thereafter.
- 28) **"Most Favored Nations" Status.** Vendor represents that the prices, terms, warranties and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by Vendor to any present customer. During this Agreement's initial term, the price terms for the goods and services provided by Vendor as set forth in the Agreement shall not be materially less favorable than the most favorable price terms granted by Vendor to any similar customer, unless Vendor provides the Medical Center a credit in the amount equal to the amount by which such price terms are less favorable.

29) **Confidentiality.**

- a) Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust between Vendor and the Medical Center with respect to the Medical Center's confidential or proprietary information (the "Information") disclosed by the Medical Center to Vendor during the initial term or any renewal term of this Agreement. Such Information includes, but is not limited to patient information and information regarding quality assurance, risk management and peer review activities; information concerning any matters affecting or relating to the business or operations or future plans of the Medical Center or any of its affiliates including, but not limited to, the Medical Center's policies, procedures, rules, regulations, and protocols; names of clients, and marketing plans; sales and service manuals; and confidential or proprietary secret processes, formulas, techniques, and inventions (whether or not patentable).
 - i) To the extent allowed by applicable law, Vendor shall hold all Information disclosed to it by the Medical Center and all documents containing Information in trust and confidence at all times during the initial term and any renewal term of this Agreement and after the termination of this Agreement and shall refrain from disclosing any Information, except when specifically authorized to make such disclosure by an officer or other appropriate person of the Medical Center. This prohibition extends to, but is not limited to
 - (1) Vendor's divulging such information to any parent, subsidiary or other affiliate of Vendor; and
 - (2) Vendor's divulging such information for the purpose of acting as an expert witness, reviewer, or consultant on behalf of a plaintiff or an attorney acting on behalf of a plaintiff, in a claim or action against the Medical Center or any of its affiliates.
 - ii) Vendor shall treat all Information as proprietary and confidential and with the same degree of care with which Vendor treats its own proprietary information, and shall not divulge or disclose any Information to any third party except with the prior written consent of the Medical Center, except as otherwise required by applicable law. Vendor agrees that it will not, without the prior written consent of the Medical Center, communicate any Information to any person, entity, or organization other than to those of its employees, agents, or consultants to whom it shall be necessary to disclose the Information in order to carry out the purpose of this Agreement, except as otherwise required by applicable law. Vendor agrees to use its best efforts to prevent its employees, agents, and consultants from disclosing any Information to any other person, entity, or organization, subject to applicable law.
- b) Ownership of all data, materials, and documentation prepared for the Medical Center pursuant to this Agreement shall belong exclusively to the Medical Center. Once an Agreement is executed, all data, materials, and documentation will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by Vendor as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act if Vendor invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of its data, materials, and documentation. Vendor may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may Vendor request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential. The Medical Center shall, upon receipt of any request under the Virginia Freedom of Information Act for materials that the Firm has identified as trade secrets or proprietary information in conformity with the requirements of Virginia Code Section 2.2-4342(F), notify Vendor that

a request has been received, before responding to the request. Except as may be required by applicable law, the Medical Center shall not voluntarily disclose the designated trade secrets or proprietary information without prior written approval of the Firm.

- c) This Section 29: “Confidentiality”, however, shall not prohibit or restrict the Medical Center’s sharing of Information with affiliates and consultants for benchmarking and performance improvement purposes, or any such divulgence, disclosure or communication made pursuant to an order of a court of competent jurisdiction or otherwise required by law, including testimony or other sworn statements or activities pursuant to lawful process or subpoena.
- d) This Agreement is governed by and subject to the Commonwealth of Virginia’s Freedom of Information Act (FOIA). All pricing information, consistent with the public interest and the underlying policy of the Commonwealth of Virginia, is open to the inspection of any qualified requestor and cannot be designated as confidential, proprietary or trade secret to avoid disclosure. Pricing information is also shared on a need-to-know basis both within the University of Virginia Health System and with Health System affiliates and consultants for purposes of operational review, transaction management, contract compliance & monitoring, benchmarking and performance improvement. Attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored. In addition, any non-price information considered by a firm to be proprietary or to constitute trade secret(s) is also subject to disclosure under FOIA, except that information provided by Selected Firm that constitutes proprietary information or trade secret(s), other than pricing information, may be exempted from disclosure if Selected Firm invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of the information for which Selected Firm is seeking protection.

30) **Copyrights/Ownership Rights/Disclosure.** Unless expressly agreed to the contrary in writing, all goods, products, materials documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Vendor (or its subcontractors) for the Medical Center will not be disclosed to any other person or entity without the written permission of the Medical Center, and Vendor warrants to the Medical Center that the Medical Center will own all copyrights thereto and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. UVAMC shall own all rights, title and interest in any and all intellectual property rights created in the performance of or otherwise arising from this Agreement and Vendor shall execute any assignments or other documents needed for UVAMC to perfect such rights.

31) **Use of Agreement by Medical Center-Related Foundations.** Medical Center-related foundations may wish to purchase goods and services from Vendor under the terms and conditions of this Agreement. Vendor will respond promptly to such a request from any of these organizations, but is not required to enter into an equivalent agreement with the organization. Although these organizations may make such a request, their entry into any equivalent agreement with Vendor is strictly optional at the discretion of the requesting organization and Vendor.

32) **Severability.** If any provision of this Agreement is held to be unenforceable or otherwise contrary to any applicable laws, regulations, or rules, such provision shall have no effect and shall be severable without affecting the validity or enforceability of the remaining provisions of the Agreement.

33) **Use of Standard Form Agreements.** The Medical Center may elect to incorporate standard form agreements provided by Vendor for the mutual convenience of the parties. However, because certain clauses that may appear in these agreements are not acceptable to the Medical Center, and in consideration of the convenience of using such forms, the parties agree that, notwithstanding any provisions appearing in Vendor's form agreements, none of the following provisions shall have any effect or be enforceable against the Medical Center:

- a) Requiring the Medical Center to maintain any type of insurance either for the Medical Center's benefit or for Vendor's benefit;
- b) Renewing or extending the Agreement beyond the initial term or automatically continuing the Agreement period from term to term;
- c) Giving Vendor the unilateral right to raise prices;
- d) Requiring the Medical Center to indemnify or hold Vendor harmless;
- e) Imposing interest charges, past due charges, or finance charges;
- f) Requiring the Medical Center to pay taxes of any kind;
- g) Requiring the Medical Center to waive its right to a jury trial;
- h) Requiring any total or partial compensation or payment by the Medical Center to Vendor for lost profit, liquidated damages, or punitive damages;
- i) Requiring governing law to be any state other than the Commonwealth of Virginia;
- j) Delaying the acceptance of the Agreement or its effective date beyond the date of execution;
- k) Limiting or adding to the time period within which claims can be made or actions can be brought;
- l) Limiting the liability of Vendor in any way;
- m) Permitting unilateral modification of the Agreement by Vendor;
- n) Binding the Medical Center to any mediation or arbitration or to the decision of any mediation or arbitration board, commission, panel, or other entity;
- o) Obligating the Medical Center to pay costs of collection or attorney's fees;
- p) Granting Vendor a security interest in the property of the Medical Center.

34) **Small, Women-Owned, and Minority-owned (SWAM) Business Reporting.**

- a) Vendor will identify and fairly consider SWAM Firms for subcontracting opportunities when qualified SWAM Firms are available to perform a given task in performing for the Medical Center under the resulting Agreement. Vendor will submit a quarterly SWAM business report to the Medical Center by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Vendor will submit the quarterly SWAM business reports to: Patricia Shifflett, Contract Data Management Analyst, E-mail: PHS2Y@virginia.edu
- b) The quarterly SWAM business reports will contain this information:
 - i) SWAM Firm's name, address and phone number with which Vendor has contracted over the specified quarterly period.
 - ii) Contact person at the SWAM Firm who has knowledge of the specified information.
 - iii) Type of goods and/or services provided over the specified period of time.
 - iv) Total amount paid to the SWAM Firm as it relates to the Medical Center's account.

35) **Corporate Compliance.** Vendor warrants that neither Vendor nor any of its employees or agents are excluded or disbarred from participation in any federal program at the time of entering into this Agreement, and that neither it nor its employees or agents have been convicted of a crime related to provision of health care items or services for which one can be excluded under 42 U.S.C. Sec. 1320a-7(a). Vendor furthermore agrees that in the event it or any of its employees or agents become disbarred or excluded from federal programs or convicted of such a crime, it will immediately notify the Medical Center of this action in accordance with section 10, "Notices" herein above. Failure to do so will constitute a material breach of Vendor's obligations under this Agreement and will disqualify Vendor from conducting further business with the Medical Center.

36) **Procedure for Resolution of Contractual Claims**

Vendors are required to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the Vendor's intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The Procedure for Resolution of Contractual Claims (hereinafter "Procedure") is as follows:

- a) Vendor must provide the written notice of the Vendor's intention to file a claim as well as the written claim to:

Chief Financial Officer, Medical Center & Clinic Operations (hereinafter "Chief")
University of Virginia Medical Center
P.O. Box 800705
Charlottesville, Virginia 22908

- b) Upon receiving the written claim, the Chief will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Vendor. If such discussion is to be held, the Chief will contact Vendor and arrange such discussion. The manner of conducting such discussion will be as the Chief and Vendor mutually agree.
- c) The Chief will mail his or her decision to Vendor within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim. The decision of the Chief is the Medical Center's final decision unless Vendor appeals the decision under Section (D) or institutes legal action under Section (G), below.
- d) Vendor may appeal the decision by providing a written statement explaining the basis of the appeal to the Associate Vice President for Hospital and Clinics Operations within 15 days after Vendor's receipt of the decision. This written statement must be sent to:

Chief Operating Officer
University of Virginia Medical Center
1215 Lee Street, Box 800788
Charlottesville, Virginia 22908

- e) Upon receiving the written statement, described in Section (D), above, the Chief Operating Officer will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Vendor. If such discussion is to be held, the Chief Operating

Officer will contact Vendor and arrange such discussion. The manner of conducting such discussion will be as the Chief Operating Officer and Vendor mutually agree.

- f) The Chief Operating Officer will mail his or her decision on the appeal to Vendor within 60 days after receipt of the written statement. The decision of the Chief Operating Officer is the Medical Center's final decision unless Vendor institutes legal action under Section (G), below.
- g) Vendor may not institute legal action in any court of the Commonwealth of Virginia to seek any legal or equitable remedy unless and until Vendor has complied fully with the requirements set forth in this Procedure. The decision of the Medical Center shall be final and conclusive unless Vendor institutes legal action within six months of the date of the Medical Center's final decision on the claim.

37) **Litigation Warranty.** Vendor warrants to the best of its knowledge that there is no claim, action, suit, trial, demand, arbitration, governmental investigation or other proceeding pending, or threatened against or involving Vendor or any of Vendor's assets that may adversely affect the ability of Vendor to enter into the Agreement and perform under its terms. There are no facts known to Vendor that may result in such litigation or investigation; and Vendor is not subject to or in default with respect to any judgment, order, writ, injunction, or decree of any court or any federal, state, local, or other governmental department, commission, or agency.

38) **Compliance with Laws.** Vendor has all requisite governmental licenses, permits and authorizations necessary for the conduct of its business as currently conducted (the "permits", and all such permits are in full force and effect, and no violations exist in respect to any such permits, and no proceeding is pending or threatened to revoke or limit any permit. Vendor is not in violation of, and has not received notice of a potential violation of, any local, state, or federal law or regulation applicable to Vendor or its operations.

39) **Permits.** All construction and renovation work, as described in paragraph D.1 and D.2 of the University's Facilities Management Directive #562 - Building Permits and Project Permits (available at <http://www.fm.virginia.edu> , proceed through Online Resources/Documents and Forms/FM Directive on Building Permits and Project Permits) that is performed on the grounds of the University of Virginia (including its Medical Center) must comply with all requirements of the Commonwealth of Virginia's Uniform Statewide Building Code and the aforementioned Directive. Vendor's engaging in construction and renovation work as described in the aforementioned Directive shall complete and submit permit applications to the Facilities Planning and Construction office at the University's Department of Facilities Management (P.O. Box 400726, Charlottesville, Virginia 22904-4726; phone (434) 982-4371) and secure appropriate permits prior to commencing work. All building and project permits must be issued prior to commencing work. All permits must be publicly posted at each job site, and signed by the contractor upon completion of work.

Payments will not be made until the University's designated representative inspects and approves the work. Where an Agreement requires Vendor to use this permit process, Vendor must notify the University's Facilities Management department prior to submitting bids or proposals.

- 40) **Premier Agreements.** UVAMC is a member of Premier Inc (Premier) group purchasing program. Vendor shall identify any agreement between itself and Premier, which relates to the products and services outlined in this Agreement. UVAMC reserves the right to access existing Premier agreements and/or renegotiate prices for items covered under Premier agreements which subsequently become available to UVAMC after award or during the term of any agreement(s) that result from this Agreement.
- 41) **DRA Compliance.** Vendor acknowledges that it has been provided a copy of the Medical Center's Compliance Code of Conduct and "Facts about False Claims" Appendix through <http://www.healthsystem.virginia.edu/internet/scm/>, describing the federal False Claims Act, the Virginia Fraud Against Taxpayers Act, the Medical Center's policies and procedures for preventing and detecting fraud, waste and abuse, and whistleblower protections in law and Medical Center policy for those reporting fraud, waste and abuse. To the extent required by law, Vendor agrees to require all its employees directly providing services under this agreement to comply with any and all applicable laws, rules or regulations related thereto.
- 42) **Red Flag Rules Compliance.** In compliance with the Red Flags Rule at 16 C.F.R. §681, under the Fair and Accurate Credit Transactions Act of 2003, if Vendor's activities under this Agreement make it a "service provider" under the Red Flags Rule, Vendor agrees to implement policies and procedures to detect relevant "red flags" of possible identity theft that may arise during Vendor's performance of its obligations under this Agreement, and to report to UVAMC any red flags of which it becomes aware.
- 43) **Payment Terms.**
- a) Vendor may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: "5% 15/Net 30" would correspond to a 5% discount if paid in 15 days, otherwise net 30. The Medical Center will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The Medical Center will take the cash discount if payment is made within the specified time frame.
 - b) Unless alternate payment terms, with cash discounts, are proposed by Vendor, invoices submitted to the University by Vendor for the Goods and Services described in this Agreement will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.
 - c) Unless otherwise deemed appropriate by the Medical Center, Vendor will enroll in one of the Medical Center approved methods for receipt of electronic payments in order to provide any and all additional discounts that may result from this payment method. Accordingly, Vendor agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's Paymode® method of electronic payment. Vendor shall timely provide invoice to the Medical Center upon provision of goods and services under this Agreement. All invoices must be timely submitted to the Medical Center for payment availability within the fiscal year the goods and services were received. Vendor acknowledges that any failure to timely submit an invoice within the fiscal year funding the contract may result in non-payment.
- 44) **Unauthorized Alien.** Vendor warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of

1986. Vendor furthermore agrees that, during the term of the resulting Agreement, it shall not knowingly employ an unauthorized alien.

45) **Energy Star Products.** INTENTIONALLY DELETED.

46) **Entire Agreement and Situs.** This Agreement and its Exhibits, together with any subsequent amendments, constitute the entire agreement between the parties as to the subject matter, and as of the effective date hereof supersedes all other agreements and understandings with respect to the subject matter.

47) **Acceptance**

The Rector and Visitors
of the University of Virginia
on behalf of its Medical Center:

VENDOR

Signature
Jonathan D. Hohman
Director, Procurement

Signature
Name:
Title:

Date

Date