

## UNIVERSITY OF VIRGINIA MEDICAL CENTER PURCHASE ORDER TERMS AND CONDITIONS

1. This University of Virginia Medical Center (UVaMC) purchase order is governed in all respects by the laws of the Commonwealth of Virginia. Any supplier or contractor providing goods or services to the University under this purchase order assures the Commonwealth it is conforming with Section 11-51, "Employment Discrimination by Contractor Prohibited," of the Virginia Public Procurement Act. The supplier or contractor, its agents and employees are prohibited under the terms of this purchase order from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.
2. Sales to UVaMC are normally exempt from State taxes. Invoices resulting from this purchase order will be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. State sales and use tax certificate of exemption form ST-12 will be issued upon request.
3. 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.
4. All new equipment brought into University of Virginia Health System is subject to safety checks by the Department of Clinical Engineering and should be delivered with an operator's and service manuals. All supplies and equipment referred to as medical devices are subject to UVaMC's product evaluation process.
5. The supplier or contractor may make substitutions, changes or deviations only with the prior approval of UVaMC's Supply Chain Management Department.
6. Goods delivered or services rendered must be strictly in accordance with the purchase order and cannot deviate in any way from the terms, conditions or specifications of this purchase order without the prior approval of the Uva Medical Center Procurement Department. Equipment, materials, or supplies delivered on this purchase order are subject to inspection and test upon receipt. If rejected, goods remain the property of the supplier.
7. The supplier must provide a current Material Safety Data Sheet (MSDS) on each delivered product containing any substance defined or described by United States Federal Hazard Communication Standard 1910.1200. MSDS's should be sent to Department of Environmental Health and Safety, University of Virginia, P.O. Box 3425 University Station, Charlottesville, Virginia 22906.
8. The supplier shall render a separate original invoice and duplicate invoice immediately following each shipment made for this purchase order. All copies of the invoice shall be forwarded directly to Uva Medical Center Accounts Payable at the address shown in the "Bill To" box on the upper right hand corner of the purchase order.
9. The supplier warrants that all software, firmware, and hardware product(s) delivered to UVaMC under this Purchase Order, and which is used in accordance with the product documentation provided by the supplier, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations. Any product provided under this purchase order discovered not to be compliant after acceptance shall be corrected by the supplier at no additional cost to UVaMC. Failure to correct the deficiency shall subject the supplier to default action.
10. Corporate Compliance. Selected Firm warrants that neither the Selected Firm 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). Selected Firm 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 Administrator of Supply Chain Management. Failure to do so will constitute a material breach of the Selected Firm's obligations under this Agreement and will disqualify the Selected Firm from conducting further business with the University.
11. Change of Laws: 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 University renders any of the material terms of this Purchase Order unlawful or unenforceable, or does not accommodate the University's aim of complying with changes in such law, or meeting the standard of care that the University adopts in the good faith exercise of its business judgment, then the applicable term(s) of the Purchase Order shall be subject to re-negotiation and either party may request re-negotiation of the affected term or terms of the Purchase Order, upon written notice to the other party, to remedy such condition and conform the Purchase Order to the requirements of law. If such re-negotiation is unsuccessful within the thirty (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 Purchase Order without penalty. In addition, either party shall have the right to request re-negotiation of the Purchase Order if, in good faith, counsel to either party determines in his/her judgment that the terms of this Purchase Order may reasonably be interpreted to violate any law or regulation applicable to it, which, if violated, would jeopardize the status of the University of Virginia Medical Center as a recipient of governmental funds for the provision of the healthcare services or the status of the University of Virginia as an organization 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 Purchase Order without penalty.
12. UVA shall own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this contract and contractor shall execute any assignments or other documents needed for UVA to perfect such rights.
13. Vendor acknowledges that it has been provided a copy of the University of Virginia 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.