

Minimum UCD Service Contracting Terms:

CLIENT shall mean the organization purchasing services from a business unit of the Regents of the University of California ("UNIVERSITY") in connection with the work ("Services") provided by UNIVERSITY to CLIENT.

CLIENT shall not use the name or logos of the UNIVERSITY, including but not limited to The Regents of the University of California, University of California or UC Davis, in any form or manner in any publicity, advertisements, reports or other information released to the public without UNIVERSITY's prior written approval. California Education Code Section 92000 prohibits use of UNIVERSITY's name(s) to suggest that UNIVERSITY endorses a product or service. CLIENT agrees to submit materials for all proposed uses of UNIVERSITY's names (including those of UNIVERSITY's employees), likenesses, logos, insignias, trade names, abbreviation, nicknames or trademarks of other identifying mark to UNIVERSITY's Public Affairs & Marketing office at hs-marketing@ucdavis.edu.

The parties in connection with the Services shall defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Services, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

UNIVERSITY shall not be liable, by reason of its performance of Services, for any loss of profits, claims against CLIENT by any third party, or consequential damages even if UNIVERSITY is advised of the possibility of such loss, claims, or damages.

Nothing in this document or in any other related written or oral agreement requires the admission or referral of patients or business by any party to the other. This remuneration provided for Services are not intended to influence the decision of any party in choosing the hospital, health care facility or other provider/supplier of health care goods and services deemed by such party as the best qualified to deliver goods or services, and the rights of any party shall not depend in any way on the referral of patients or business to the other.

Representations and warranties:

- A. CLIENT has determined that it has a bona fide commercially reasonable business purpose for the Services;
- B. CLIENT has determined that the Services do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purpose of the Services;
- C. CLIENT and UNIVERSITY have determined that the compensation to be paid is consistent with fair market value in arms-length transactions;
- D. That the compensation to be paid for Services has not been determined in a manner that takes into account the volume or value of any past or future referrals or business otherwise generated or to be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs; and

E. CLIENT certifies that any funds utilized to procure services from UNIVERSITY is not restricted in any manner that would preclude the use of the funds for that purpose.

F. CLIENT specifically intend to comply with all applicable laws, rules, and regulations, including the federal anti-kickback statute (42 USC Section 1320a-7b) and the related safe harbor regulations.

G. Neither CLIENT, UNIVERSITY nor their respective employees or agents associated with the Services are excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or TRICARE programs (<https://exclusions.oig.hhs.gov/>) and the System for Award Management (<https://www.sam.gov>).

H. CLIENT and UNIVERSITY shall be, and remain at all times, independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship in providing the Services.

I. CLIENT and UNIVERSITY, each at its sole cost and expense, shall insure or self-insure its activities in connection with the Services and payment thereof and obtain, keep in force and maintain insurance or self-insure to cover its activities.