

 Master Purchasing Agreement #\_\_\_\_\_

The master purchasing agreement (“Agreement”) to furnish certain goods and services described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“UC”), on behalf of the University of California, **Davis Health,** as defined herein, which become Customers (as defined herein)**,** and the supplier, **[Revecore]**, a \_\_\_\_\_\_ corporation, located at [ADDRESS OF SUPPLIER] (“Supplier”). UC and Supplier shall individually be referred to as “Party” and collectively, “Parties.” Any defined terms not defined herein shall have the meaning ascribed to such term in the UC Health Terms and Conditions (“Terms and Conditions”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. **UC Health and Scope of Customers**
2. Statement of Work (SOW)

Supplier agrees to provide the Goods and/or Services described in the statement of work attached as Attachment A (“Statement of Work and or Quote”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work or Purchase Order (PO) and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

1. UC Health and UC Locations.

UC Health represents five academic medical centers located at the Davis, Irvine, Los Angeles, San Diego, and San Francisco campuses, as well as UC’s medical and health professional schools and associated research programs, and student health and counseling centers. UC represents that it is comprised of individual campuses and medical centers across the state of California, including UC Locations, which are all part of the University of California system and none of which is a distinct legal entity. “UC Location” used herein shall mean: (i) any UC campus, medical center, affiliated national laboratory, or program, (ii) any entity that, after the full execution of this Agreement, is acquired or created by any location referenced in (i); and (iii) any entity that merges into or consolidates with any location referenced in (i) and, after such merger or consolidation, the surviving entity is a location as referenced in (i).

Upon entering into a Statement of Work, UC Location and UC Affiliate shall be referred to as a “Customer.”

1. UC Affiliate.

“UC Affiliate” as used herein shall mean: (i) any school, campus, facility, healthcare provider or payer, or entity that is not a UC Location and that is, in whole or in part, owned or controlled by, or under common ownership with, UC, or that is managed, in whole or in part, by UC; (ii) any entity that, after the full execution of this Agreement, merges into or consolidates with any UC Location and which UC designates as a UC Affiliate; and (iii) any entity, other than those described above, that UC and Supplier may agree in writing may be a UC Affiliate.

UC has entered, or will enter, into agreements with UC Affiliate which seek, through collaboration, to combine health care delivery services, procurement and/or contracting activities with efforts to obtain the best value goods and services while reducing total acquisition costs. UC and each of the UC Affiliate are separate and distinct entities. As such, each administrative unit and campus under the control of UC, and each administrative unit and campus under the control of any of the UC Affiliate, is financially separate and each shall be responsible for its respective individual commitments, financial or otherwise, and none shall be responsible for performance or non-performance of any of the others.

For the avoidance of doubt, UC is not responsible for the acts or omissions of any UC Affiliate. UC Affiliate shall remain liable for each such UC Affiliate compliance or non-compliance with the terms of this Agreement as it pertains to Purchase Order(s) of such UC Affiliate.

In the event Supplier will have access to PHI as defined in Section 31 of Terms and Conditions, UC Affiliate Location Customers may require Supplier to execute and deliver a HIPAA business associate agreement with respect to performance of Goods and/or Services for such Customer.

1. Customers.

Supplier will make available to any Customer its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple Customers. All contractual administration issues (e.g., terms and conditions, extensions and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual Customers will be addressed, administered, and resolved by each Customer. Any delay in payment or other operational issue involving one Customer will not adversely affect any other Customer. Each Customer shall be fully and solely responsible to Supplier for the fulfillment of such Customer’s obligations under the applicable Statement of Work and Purchase Order(s). Without limiting the generality of the foregoing, a Customer’s breach of its obligations under the Agreement or applicable Statement of Work or Purchase Order(s) will subject such Customer to the applicable corrective action, or termination pursuant to Section 2 of this Agreement, but otherwise will have no adverse impact on the other Customers or on their respective Purchase Order(s) or the Agreement, or other UC Locations.

1. Amendments.

No Customer shall amend, alter or otherwise modify the terms of this Agreement, including the Incorporated Documents as defined herein. All modifications, amendments and alterations to this Agreement, including the Incorporated Documents, shall be mutually agreed to between UC and Supplier. All other modifications, amendments and alterations shall be null and void. In the event a Customer desires to add terms that do not amend, alter or otherwise modify any term contained in this Agreement, including the Incorporated Documents, such terms may be incorporated into the Statement of Work or other agreement directly between Supplier and such Customer.

1. **Term of Agreement/Termination**

1. The term of the Agreement will be for three (3) years from **Date** through **Date** (“Initial Term”) and is subject to earlier termination as provided below.  UC will have the sole option to renew for two successive one-year periods (Renewal Term) under the same terms and conditions.
2. UC may terminate this Agreement for convenience in accordance with Terms & Conditions Article 2 (Term and Termination) by giving Supplier at least 30 calendar days' written notice.
3. UC or Supplier may terminate this Agreement for cause by giving the other party at least 15 calendar days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
4. Each Customer may terminate its Statement of Work, or any of its Purchase Order(s), and the Agreement with respect to such Statement of Work and/or Purchase Order(s) and Customer only, at any point prior to the Supplier’s provision of Goods and/or Services to such Customer.
5. **Purchase Order**

Unless otherwise provided in this Agreement, Supplier may not begin providing Goods and/ or Services until UC approves a Purchase Order for the Goods and /or Services.

1. **Pricing, Invoicing Method, Settlement Method and Terms**

Pricing

Refer to the Statement of Work or Purchase Order for Pricing. For systemwide agreements, each Customer will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the Customer. In the case of systemwide agreements, each Customer will specify these terms in a SOW or PO, as the case may be.

Pricing shall remain firm during the term of the Agreement. Pricing may increase no more than 3% upon renewal and mutual agreement of the UC.

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.

For purposes of calculating UC’s purchase of Supplier’s Goods and/or Services and purchase price of such Goods and/or Services, Supplier shall aggregate, and UC and each Customer shall get the benefit of, all net purchases of Goods and/or Services made by all Customers.

Invoicing Method

Notwithstanding the provisions of Article 2 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method:

Invoices are to be rendered only if the Goods/Services in this contract have been furnished. Invoices must be itemized, must identify applicable discounts, and must reference the purchase order number.

All invoices must clearly indicate the following information:

 California sales tax (if applicable) as a separate line item;

 UC Purchase Order or Release Number;

 Description, quantity, catalog number and manufacturer number of the item ordered;

 Net cost of each item;

 Any pay/earned/dynamic discount;

 Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each Customer, unless UC notifies the Supplier otherwise by amendment to the Agreement.

UC Davis prefers invoices to be emailed to ucdhsap@health.ucdavis.edu and the PO needs to be referenced in the subject line. If mailing will be done, the address below should be used.

Invoice To:

University of California, Davis Medical Center

ACCOUNTS PAYABLE

Health Services Administration Building

10850 White Rock Rd., Rancho Cordova, CA, 95670

Settlement Method and Terms

Notwithstanding the provisions of Article 2 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows:

1. Net 30. Prompt payment discount will be 1.5%, 20 days.
2. If UC disputes an invoiced amount, then Supplier and UC will work to resolve the dispute. UC may suspend the payment of all disputed amounts while the dispute is pending, during which time all of Supplier’s obligations will continue unabated
3. **Notices**

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – **VENDOR NAME**. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. Notices pertaining to a specific Purchase Order or Customer shall be directed to the address(es) specified in such Customer’s Statement of Work or Purchase Order.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security, Appendix Business Associate and GDPR:

|  |  |
| --- | --- |
| Name | UCDH Compliance Department |
| Phone | 916 | 734-8808 |
| E-mail | privacyprogram@health.ucdavis.edu |
| Address | North Addition, 2335 Stockton Blvd, Sacramento, CA 95817 |

To UC, regarding contract issues not addressed above:

|  |  |
| --- | --- |
| Name | Benjamin Joseph |
| Phone | 916 | 734-4672 |
| E-mail | bmjoseph@health.ucdavis.edu  |
| Address | 10850 White Rock Road, Rancho Cordova, CA 95670 |

To Supplier:

|  |  |
| --- | --- |
| Name |  |
| Phone |  |  |
| E-mail |  |
| Address |  |

1. **Intellectual Property, Copyright and Patents**

/\_x\_/ The Goods and/or Services involve Work Made for Hire.

/\_\_\_/ The Goods and/or Services **do not** involve Work Made for Hire.

1. **Patient Protection and Affordable Care Act (PPACA)**

/\_x\_/    Because the Goods and/or Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the Terms and Conditions.

/\_\_\_/    The Goods and/or Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the Terms and Conditions.

1. **Prevailing Wages**

/\_x\_/    Supplier is not required to pay prevailing wages when providing the Goods and/or Services.

1. **Fair Wage/Fair Work**

/\_x\_\_/    Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Goods and/or Services.

1. **Restriction Relating to Consulting Services or Similar Contracts –**

 **Follow-on Contracts**

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (*see* California Public Contract Code Section 10515).

1. **Insurance**

Supplier shall deliver the PDF version of the Certificate of Insurance to UC’s buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **VENDOR NAME**.

1. **Service-Specific and/or Goods-Specific Provisions**

Service specific good and services will be documented In the associated SOW

1. **Records about Individuals**

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between Customer and Supplier, records will normally become the applicable Customer’s property, and subject to state law and UC and other Customer policies, as applicable, governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this Agreement or applicable Statement of Work.

1. **Access to Protected Health Information or Medical Information**

/\_\_\_/    It is NOT anticipated that the Supplier will require access to PHI as defined in the Terms and Conditions.

/\_x\_\_/    It is anticipated that the Supplier will require access to PHI as defined in the Terms and Conditions.

1. **Incorporated Documents**

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof:

1. Agreement #
2. UC Terms and Conditions of Purchase version 04-01-25
3. UC Appendix – Data Security
4. UC Appendix - Business Associate (HIPAA)
5. Statement of Work – Attachment A
6. **Entire Agreement**

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein. No click-through, or other end user terms and conditions or agreements (“Additional Terms”) provided with any Goods and/or Services hereunder will be binding on UC, even if use of such Goods and/or Services requires an affirmative “acceptance” of those Additional Terms before access is permitted. All such Additional Terms will be of no force and effect and will be deemed rejected by UC in their entirety

The Agreement is signed below by the Parties’ duly authorized representatives.

**THE REGENTS OF THE REVECORE**

**UNIVERSITY OF CALIFORNIA**

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(Signature) (Signature)

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(Printed Name, Title) (Printed Name, Title)

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(Date) (Date)