

HOSPITAL SPECIAL TERMS AND CONDITIONS

UNIVERSITY OF WASHINGTON Purchasing Department

For All Contracts

Federal Exclusion Clause

By accepting this order, Vendor hereby represents and warrants that Vendor is not and at no time has been excluded, suspended, or barred from participation in, or otherwise sanctioned by any federally funded health care program, including Medicare and Medicaid. Vendor hereby agrees to immediately notify hospital of any threatened, proposed, or actual exclusion, suspension, or debarment from any federally funded health care program, including Medicare and Medicaid.

Corporate Compliance Plan Clause

University of Washington Medical Center's Corporate Compliance Plan 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 up-hold the highest standard of ethical and legal business practices, and the prevention of misconduct. Company agrees to conduct all business transactions that occur pursuant to this Agreement in accordance with all applicable laws, regulations, and Medical Center compliance policies, and ensure that Company officers, employees and agents do the same. Any major compliance violations would be considered a material breach of this contract.

For Service Contracts

The University of Washington Board of Regents hereinafter called "University" has entered into a contract with the United States of America, hereinafter called "Government". This order is entered into a furtherance of the performance of the work provided for in said contract.

The services covered by this order shall be furnished by Vendor subject to all the terms and conditions set forth in this order including the general terms and conditions located at <http://www.washington.edu/admin/purchstores/docs>, and applicable provisions from the Federal Acquisition Regulations (FAR). The Vendor, in accepting this order, agrees to be bound by and to comply with these identified terms and conditions.

Examination of Records

Vendor Warrants that until three years after final payment under this order, or for any shorter period specified in FAR Subpart 4.7, he/she shall, 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 Vendor's directly pertinent books, documents, papers or other records involving transactions related to the order as prescribed in FAR 52.214-2C or 52.215.2

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