



**Exhibit B**  
**UC Purchasing Agreement**

The 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, with a location of 2315 Medical Center, Sacramento, CA 95817, and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

**1. Statement of Work**

Supplier agrees to perform the Services listed in the statement of work attached as Attachment 1 ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work 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.

**2. Term of Agreement/Termination**

- a) The initial term of the Agreement will be from date of last execution and through April 30, 2024 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for two (2) successive one (1) year periods (each, a Renewal Term).
- b) UC may terminate the Agreement for convenience by giving Supplier at least sixty (60) calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least fifteen (15) 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.

**3. Purchase Order; Advance Payments**

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

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

Refer to Statement of Work or Purchase Order for Pricing.

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

## Invoicing Method

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs 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 UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

## 5. 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 – [insert, as the case may be, Supplier name or University of California]. 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

To UC, regarding confirmed or suspected Breaches or Security Incidents:

<b>Name</b>	UC Davis Health Compliance Department
<b>Phone</b>	(916) 734-8808
<b>Email</b>	privacyprogram@ucdavis.edu
<b>Address</b>	2315 Stockton Boulevard
	Sacramento, CA 95817

To UC, regarding contract issues not addressed above:

<b>Name</b>	LaShonne Joe
<b>Phone</b>	(916) 734-4377
<b>Email</b>	<a href="mailto:ljoe@ucdavis.edu">ljoe@ucdavis.edu</a> and/or <a href="mailto:hs-purchasing@ucdavis.edu">hs-purchasing@ucdavis.edu</a>
<b>Address</b>	4800 2 <sup>nd</sup> Avenue, Suite 3010
	Sacramento, CA 95817

To Supplier:

<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Address</b>	

## 6. Intellectual Property, Copyright and Patents [select one]

☐ The Goods and/or Services involve Work Made for Hire

☐ The Goods and/or Services **do not** involve Work Made for Hire

## 7. Patient Protection and Affordable Care Act (PPACA) **[select one]**

☐ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

☐ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## 8. Prevailing Wages **[Check if Prevailing Wage requirement does not apply]**

☐ Supplier is not required to pay prevailing wages when providing the Services.

## 9. Fair Wage/Fair Work

☐ 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 Services.

## 10. 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 Public Contract Code Section 10515).

## 11. Insurance

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 – **Supplier name**.

## 12. 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 UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies 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 the Statement of Work.

## 13. 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.

- a. UC Health Terms and Conditions of Purchase
- b. Statement of Work – Attachment 1

## 14. 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.

**This Agreement can only be signed by an authorized representative with the proper delegation of authority.**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**[SUPPLIER NAME]**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)