



As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, attached hereto as Attachment A (the "RFP"), this Master Agreement ("Master Agreement" or "Agreement") to furnish certain goods ("Goods") and services ("Services") described herein and in the documents referenced herein is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and Henry Schein Medical, a division of Henry Schein, Inc. ("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 provide the Goods and Services referenced in the Scope of Work section of Attachment A, the Catalog Discount Program attached hereto as Attachment B, the Market Basket attached hereto as Attachment C, and any other documents referenced in the Incorporated Documents section herein (the "Incorporated Documents"), at the prices set forth therein and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in this Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Cooperative Purchasing

Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this Agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain UC's responsibility except as outlined in the above referenced RFP \ Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

3. Term of Agreement

The initial term of the Agreement will be from July 9, 2021 and through January 31, 2026 ("Initial Term") and is subject to earlier termination as provided below. UC and Supplier may renew the Agreement for 3 successive 1 -year periods upon mutual written agreement (each, a "Renewal Term"). The Initial Term and any Renewal Term shall collectively be referred to as (the "Term").

4. 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.

5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Attachment B, Attachment C or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

As a UC San Diego supplier payment will be issued via Virtual Credit Card. Virtual Credit Card is a card-less Visa credit card product. Credit card number and credentials are emailed to your selected Accounts Receivable contact. Terms are net 10 days. Standard credit card processing fees apply. For more information on this payment method refer to <https://ipps.ucsd.edu/supplier-resources/goods-services/payments/virtual-card.html>



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

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

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.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

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 as defined under Appendix – Data Security:



To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:





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To UC, regarding contract issues not addressed above:



To Supplier:



6. Intellectual Property, Copyright and Patents

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

7. Patient Protection and Affordable Care Act (PPACA)

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

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 105.15).

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 – Henry Schein, Inc.

12. Service-Specific and/or Goods-Specific Provisions

- a. Pandemic response
- b. Stock arrangements
- c. Last Mile
- d. RX Products and Controlled Substances
- e. The Drug Supply Chain Security Act
- f. Discount Disclosure

Pricing Protection

Prices for the Goods and/or Services referenced in Part II of the Statement of Work must be firm for the first twelve (12) months of the Term with the exception of infection control products, pharmaceutical and IV fluid products. Price changes thereafter, if any, shall be made on an annual basis as negotiated by both parties. Supplier endeavors to use commercially reasonable efforts to provide reasonable notice on infection control products, pharmaceuticals, and IV fluid products, upon Supplier receiving notification from the applicable manufacturer. Any price changes require prior written notification and must follow the process outlined in Appendix B. In no event shall the pricing for the Goods and/or Services referenced in Attachment C be increased greater than 3% per year during the Term, provided that if the cost of any Good or Service, due to economic or supply issues, is raised over 3% to Supplier, Supplier may raise the price of such Product that same percentage upon 30 days' notice. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the Supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

13. 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 ("CIPA"), which includes a right of access by the subject individual. Supplier agrees to work with UC in good faith to assist UC in responding to requests by individuals for personal information about individuals that Supplier has collected in connection with this Master Agreement. 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 by Supplier in connection with customer service calls, provided that the employee is notified of such recording.

14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. 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 UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

15. Incorporated Documents

This Agreement and the Incorporated Documents, in order of the below precedent, contain the entire agreement between the parties concerning the subject matter hereof 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. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO
- b. Appendix A: UC Terms and Conditions of Purchase



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- c. Attachment B: Catalog Discount Program
- d. Attachment C: Market Basket
- e. Appendix B: UC Appendix—Electronic Commerce
- f. Appendix C: Federal Government Contracts Special Terms and Conditions
- g. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- h. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions



- i. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
- j. Appendix G: UC FEMA Appendix
- k. Exhibit A: Response for National Cooperative Contract
- l. Exhibit F: Federal Funds Certifications
- m. Exhibit G: New Jersey Business Compliance
- n. Exhibit I: Henry Schein Return Policy

16. Additional Terms and Conditions

RX PRODUCTS & CONTROLLED SUBSTANCES. UC understands that regulations require Supplier to limit the sale of Rx and controlled substances only to registered, licensed healthcare professionals. UC shall furnish to Supplier with a copy of UC's state and federal registrations including any updated state and federal registrations during the Term verifying the applicable shipping location of UC. UC understands that all orders for controlled substances are subject to a due diligence review process by Supplier. UC understands Schedule II controlled substances can be ordered electronically or by mail. To the extent UC requires additional information on Supplier Controlled Substance Ordering System the UC shall visit www.henryschein.com/e222. To the extent and applicable to UC location, if UC prefer to use Federal 222 Forms to order Schedule II controlled substances, the UC shall mail the form to: Henry Schein, Inc. 5315 West 74th Street, Indianapolis, IN 46268. UC understand and agrees that Supplier restricts the sale or other transfer of medications to prisons/correctional facilities for use in lethal injections, based on our Supplier manufacturer agreements. The products Supplier sells hereunder are intended to be used for their label-approved purposes or applicable standards of care, which do not include human lethal injection.

THE DRUG SUPPLY CHAIN SECURITY ACT (DSCSA). (MN, DM, WH, M2) UC understands The Drug Supply Chain Security Act (DSCSA) information related to prescription drug products is available on Supplier's website www.HenrySchein.com/pedigree. If UC has any problems accessing Supplier's website or would like to receive a copy of DSCSA documentation via fax, mail or email, UC shall contact Supplier's customer service department at 1- 800-472-4346.

The parties agree that in carrying out their duties and responsibilities under this Master Agreement, they will neither undertake nor cause nor permit to be undertaken, any activity which either is illegal under any applicable laws, decrees, rules, or regulations. The parties acknowledge and agree that (i) the exclusive purpose of this Master Agreement is for the sale and purchase of Goods and Services for use for public agency and research purposes that do not include procedures or treatment paid for in whole or in part under Medicare, Medicaid or any other Federal health care programs; and (ii) Supplier shall not be required to sell any Product to UC or any Participating Public Agencies, under this Master Agreement, to the extent Supplier has actual knowledge that such Product will be used in procedures or treatment that is paid in whole or in part under Medicare, Medicaid or any other Federal health care programs.

All purchases for Goods will be subject to Henry Schein's Return Policy outlined in Exhibit I hereto.

17. Entire Agreement

The Agreement and the 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.



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THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

HENRY SCHEIN MEDICAL, A DIVISION OF
HENRY SCHEIN, INC.

(Signature)
Signature on File

(Signature) **Signature on
File**

(Printed Name, Title)

(Printed Name, Title) **Jeff Klingler**

June 25, 2021

June 25, 2021

VP & GM, Enterprise Health