The Agreement to furnish certain cloud computing services described herein and in the documents referenced herein (“Goods and/ or Services”), is effective **[Buyer: add agreement effective date here in the format [June] [21], [2022]]** (“Effective Date”), and is made by and between The Regents of the University of California, a California public corporation (“UC”/”Customer”) on behalf of the University of California, **Davis Health,** and the supplier **xxxx** (“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/or Services described in the statement of work attached as Attachment A (“UC 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.

Service is for end-to-end assessment of its Revenue Cycle function. The purpose of the review is to provide the organization with a current state view of RCO processes and procedures, and review Epic system performance, for optimization and alignment with best-in-class models and outcomes. In addition, the structure and management of the Revenue Cycle Office should be documented, and recommendations made for any improvements. Specifically, the review should cover the following areas:

Overall

* Review and document UCDH Hospital and Professional Revenue Cycle processes, technologies, vendors, and associated governance models for the areas listed below
* Assess and benchmark staffing levels and structure
* Assess compliance with the latest regulations including, but not limited to, No Surprises Act, The 21st Century Cures Act, Inflation Reduction Act, ABN, Price Transparency, AB1020, AB72
* Assess reporting functionality, data accuracy, consistency
* Identify duplication of resources, processes and vendors for consolidation, cost savings
* Provide recommendations for improvement prioritized based on compliance and expected net ROI

1. **Term of Agreement/Termination** 
   * 1. The initial term of the Agreement will be from 03/01/2023 and through 02/27/2024 (Initial Term) and is subject to earlier termination as provided below and in the Terms & Conditions Article 2.
     2. UC may renew the Agreement for one-year periods (each, a Renewal Term), by providing Supplier with at least 30 calendar days’ written notice before the end of the Initial Term or any Renewal Term.
     3. 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.
     4. 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.
2. **Rights and License In and To UC Data**
   1. UC retains the right to use the Goods and/ or Services to access and retrieve Institutional Information (as defined in the UC Appendix – Data Security) stored on Supplier’s Services infrastructure at any time at UC’s sole discretion. If UC requests the Institutional Information from Supplier, Supplier will provide UC with copies within forty-eight (48) hours after receipt of a request from UC, and will cooperate with UC’s reasonable requests in connection with its response.
   2. Supplier will return all Institutional Information to UC in a commonly used, non-proprietary, and mutually agreed upon format.
3. **Purchase Order**
   1. 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.
4. **Pricing, Invoicing Method, Settlement Method and Terms**

**Price**

**The price is firm for 01 year.**

* + 1. If UC opts to renew services, term licenses or Support and Maintenance, the associated fee in the renewal period will be the lowest of the following, provided that the associated fee will, at all times, be equal to or less than the lowest rate Supplier charges its other licensees for similar term licenses or Support and Maintenance: i) Supplier’s then-current list price for the term licenses or Support and Maintenance as of the renewal date; ii) the immediately preceding year’s fee plus the amount of the annual increase in the Consumer Price Index-All Index; and iii) the immediately preceding year’s fee plus three percent (3%).

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method:

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 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 will be as follows: **Net 30.**

1. 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.
2. **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 – **SUPPLIER 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.

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

|  |  |
| --- | --- |
| **Name** | UCDH Compliance Department |
| **Phone** | 916-734-8808 |
| **Email** | [hs-privacyprogram@ucdavis.edu](mailto:hs-privacyprogram@ucdavis.edu) |
| **Address** | Sherman Building, 2300 Stockton Blvd, Sacramento, CA 95817 |
|  |  |

To UC, regarding contract issues not addressed above:

|  |  |
| --- | --- |
| **Name** | Benjamin Joseph |
| **Phone** | 916-734-4364 |
| **Email** | [bmjoseph@ucdavis.edu](mailto:bmjoseph@ucdavis.edu) |
| **Address** | 4800 2nd Ave, Suite 3010, Sacramento, CA 95817 |
|  |  |

To Supplier:

|  |  |
| --- | --- |
| **Name** |  |
| **Phone** |  |
| **Email** |  |
| **Address** |  |
|  |  |

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 – XXXXX

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

The Goods and/or Services involve Work Made for Hire

1. **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.

1. **Prevailing Wages**

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

1. **Fair Wage/Fair Work**

Supplier is 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.

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* Public Contract Code Section 10515).

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. Professional Services Agreement # 5783
2. UC Terms and Conditions of Purchase version 12-14-21
3. UC Appendix - Business Associate (HIPAA) version 08-10-21
4. UC Appendix – Data Security version 08-20-21]
5. Statement of Work
6. Supplier’s RFP response
7. **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 can only be signed by an authorized representative with the proper delegation of authority.**

**THE REGENTS OF THE XXXXXX**

**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)