



The Agreement to furnish certain cloud computing services described herein and in the documents referenced herein (“Goods and/or Services”), is effective **Month XX, 2023** (“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 **Vendor Name** (“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 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.

## 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **Month XX, 2023** and through **Month XX, 202X** (Initial Term) and is subject to earlier termination as provided below and in the Terms & Conditions Article 2.
- b) UC may renew the Agreement for **two** successive 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.
- c) 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.
- d) 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.

## 3. Scope of Agreement

- a) Supplier will be required to extend terms of this agreement to all UC locations (including UC Affiliates). Supplier will make available to any UC location or affiliates its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC locations. Any delay in payment or other operational issue involving one UC location will not adversely affect any other UC location. A separate Statement of Work may be negotiated between Supplier and the UC location prior to beginning services. Any amendments or material changes to the terms and conditions of this agreement should be coordinated with the originating UC location. All administrative issues (e.g. extensions, renewals, operational issues, fiduciary responsibility, payment issues, performance issues, liabilities and disputes) involving individual UC locations will be addressed, administered, and resolved by each UC location and the Supplier.

## 4. Purchase Order

- a) 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.



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

### Pricing

Refer to Statement of Work or Purchase Order for Pricing.

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 systemwide agreements, 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.

### 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:

Payment terms shall be Net 30 unless otherwise specified.

UC Davis prefers invoices to be emailed to [hs-ucdhsap@ucdavis.edu](mailto:hs-ucdhsap@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  
PO BOX 168016  
Sacramento, CA, 95816

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. Prompt payment discount will be 1.5%, 20 days.**

- i) 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.

## 6. 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.

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

<b>Name</b>	UCDH Compliance Department
<b>Phone</b>	916-734-8808
<b>Email</b>	<a href="mailto:hs-privacyprogram@ucdavis.edu">hs-privacyprogram@ucdavis.edu</a>
<b>Address</b>	<a href="#">Sherman Building, 2300 Stockton Blvd, Sacramento, CA 95817</a>

To UC, regarding contract issues not addressed above:

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

To **Supplier**:

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

### 7. 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**

### 8. Service-Specific Provisions

- a) Specific provisions for goods/services, if any, shall be noted on executed statement of work or other documents incorporating this agreement by reference.
- b) Additional Warranties:
  - i) Goods and/or Services Warranty. Supplier represents and warrants that the Goods and/ or Services provided to UC under this Agreement will conform to, be performed, function, and produce results substantially in accordance with any documentation. Supplier will offer UC warranty coverage equal to or greater than that offered by Supplier to any of its customers.



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

The Goods and/or Services involve Work Made for Hire

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

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

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.

**11. Prevailing Wages**

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

**12. 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.

**13. 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).

**14. Exclusions**

Vendor certifies that neither Vendor, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by an federal , state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

Notification Requirements. Vendor shall notify Hospital immediately in the event that (1) Vendor is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal



health care program; or (2) Vendor is excluded from participation in any federal health care program, including Medicare and Medicaid Termination. Hospital may terminate this Agreement immediately in the event that (1) Vendor is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) Vendor is excluded from participation in any federal health care program, including Medicare and Medicaid. Medicare Books, Documents and Records: To the extent required by applicable law, Seller shall make available, upon written request from University, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Seller’s books, documents and records.

**15. 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. Professional Services Agreement # **XXXXX**
- b. UC Terms and Conditions of Purchase version 12-14-21
- c. UC Appendix – Data Security version 08-20-21]
- d. UC Appendix - Business Associate (HIPAA) version 08-10-21
- e. Statement of Work
- f. Price Proposal

**16. 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  
UNIVERSITY OF CALIFORNIA

**VENDOR NAME**

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

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

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

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

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

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