

UNIVERSITY OF CALIFORNIA, DAVIS HEALTH

Purchasing Department
4800 2nd Ave, Suite 3010
Sacramento, CA 95817

SUPPLEMENTAL STAFFING SERVICES AGREEMENT Between the University of California, Davis Health and Acrobat Outsourcing

Purchase Order Contract Number: 90001019-1-SVC

UCDH Requesting Department: Food & Nutrition Services

1. **PURPOSE**
 - a. Acrobat Outsourcing, known through document as Staffing Agency, agrees to furnish supplemental staffing personnel on an “as needed” basis to the University of California, Davis Health (UCDH) during the term of the agreement. Specific time periods for individual assignments will be decided at time of staffing request.
2. **TERM OF AGREEMENT**
 - a. This agreement commences on 7/1/2018 and expires on 6/30/2019 with or without auto renewals in one year increments at the agreement of both parties. Attachment #1 will be updated on each annual renewal.
3. **DESCRIPTION OF SERVICES**
 - a. Staffing Agency, shall, upon request from UCDH, refer supplemental personnel in classifications as specified in Attachment #1 to UCDH for temporary staffing. Staffing agency shall be responsible for screening all staff before making referrals in order to verify qualifications, competence, health and suitability of said staff for temporary work assignments at UCDH.
4. **TERMINATION**
 - a. UCDH reserves the right to terminate this contract at any time, for convenience, without penalty to UCDH.
5. **STATUS OF STAFFING AGENCY AND STAFF**
 - a. All Staffing Agency staff referred to UCDH pursuant to this agreement shall for all purposes be considered employees of Staffing Agency only. Staffing Agency shall assume sole and exclusive responsibility for the payment of wages to Staffing Agency staff for services performed by them at UCDH, and shall be responsible for withholding federal and state income taxes, paying federal social security taxes, unemployment insurance, maintaining worker’s compensation coverage in an amount and under such terms as required by the California Labor Code. Failure to comply with these requirements will result in disqualification as an approved vendor for services.
 - b. Staffing Agency warrants that it is, and shall remain during the term, in compliance with all state and federal laws applicable to the employment of the staff whom are referred to UCDH.

6. QUALIFICATIONS

- a. Each of the Staffing Agency staff who are referred to UCDH shall be qualified for the position to which referred. Staffing Agency shall submit verification of qualifications, and/or license if applicable, to UCDH prior to assignment and upon request. UCDH reserves the right to conduct a telephone interview with any prospective temporary staff prior to confirmation of assignment. Referred staff must carry appropriate professional license or certificate, as applicable, at all times while working at UCDH.
- b. On the first day of assignment the Staffing Agency employee shall:
 - i. Show proof of licensure or certification, as applicable;
 - ii. Show proof of health clearance for TB, Rubella, Varicella and Rubeola; (Health Screening Checklist Attached)
 - iii. Complete a UCDH confidentiality statement.
 - iv. Be informed on general UCDH hospital procedures and safety requirements applicable to assigned duties.
- c. Within two weeks of assignment the Staffing Agency employee will:
 - i. Complete Fire and Life Safety training.
- d. Staffing Agency staff referred to UCDH shall not have been dismissed from employment at UCDH or any other University of California location for unfavorable behavior or actions.
- e. Staffing Agency staff shall be in good health and meet the mandatory UCDH Health Clearance Criteria specified in Attachment #2. Staffing Agency employees must provide the documentation specified in Attachment #2 prior to the performance of any duties on UCDH property. Such documentation shall be submitted to the UCDH assigned department.
- f. Staffing Agency staff must be U.S. citizens or legal aliens in accordance with the "Immigration Reform and Control Act of 1986" and all laws of the State of California.
- g. Background Check
 - i. In accordance with UCDH policy, background checks must be conducted on all personnel performing under this agreement.
 - ii. Staffing Agency shall conduct all such checks via reputable organizations and provide results to UCDH assigned department.

7. COMPLIANCE

- a. Staffing Agency shall comply, and shall cause its staff providing services hereunder to comply, with all (i) federal, state and local laws, regulations and ordinances ("Laws") (including, without limitation, those Laws pertaining to the licensure of health care facilities, the Medicare and Medicaid programs and the confidentiality and security of health information), (ii) standards of accreditation or certifying bodies that have granted accreditation and/or certification to Staffing Agency, its staff or UCDH ("Accreditation Standards") (including, without limitation, the Joint Commission), and (iii) policies and procedures of the University of California (including those of its Davis campus) and UCDH ("Policies"), as such Laws, Accreditation Standards and Policies apply to the services to be rendered hereunder by Staffing Agency and its staff.

8. EXCLUSION

- a. The Staffing Agency represents and warrants that neither the Staffing Agency, nor its shareholders, members, directors, officers, agents, employees or members of its workforce has been excluded or served a notice of exclusion or has been served with a notice of proposed exclusion, or has 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 has been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deferred 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.

b. Notification requirements for any employee providing services hereunder, (1) Staffing Agency shall notify UCDH immediately in the event that Staffing Agency is convicted 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) is excluded from participation in any federal health care program, including Medicare and Medicaid.

9. GENERAL TERMS AND CONDITIONS

- a. Staffing Agency shall inform UCDH of the names of staff that will be reporting for duty.
- b. Staffing Agency employees who will be parking on UCDH property are required to purchase a UCDH parking permit at a cost determined by UCDH parking service. This cost is determined by type of permit and parking lot requested. Staffing Agency employees will be required to park their vehicles in designated UCDH employee parking lots only.
- c. Staffing Agency staff will work the agreed upon time/shift.
- d. Staffing Agency agrees and understands that UCDH shall retain professional and administration responsibility for the services rendered.
- e. Should any person terminate employment with Staffing Agency while such person is providing services to UCDH, selected Staffing Agency must agree to replace immediately such person with a person having like skills, knowledge, and experience.
- f. Upon request from UCDH, Staffing Agency must replace immediately any personnel providing services whose quality of service in unsatisfactory. UCDH will not be charged for any unsatisfactory services. Staffing Agency must agree that the determination of whether the quality of the services of any personnel is satisfactory or unsatisfactory is one made exclusively by the involved staff at UCDH.

10. INSURANCE COVERAGE REQUIRMENTS

- a. Staffing Agency shall maintain current insurance types and limits as follows:
 - General Liability
 - Per occurrence, \$1,000,000
 - Aggregate, \$3,000,000
- b. Business Auto
 - Per occurrence, \$1,000,000
- c. Professional Liability (for state licensed/certified staff)
 - Per occurrence, \$1,000,000
 - Aggregate, \$3,000,000
- d. Personal and Advertising Injury
 - Per occurrence, \$1,000,000
- e. Coverage shall include endorsements to the insurance policies for contractual liability coverage and defense indemnification of UCDH by Staffing Agency.
- f. Worker's Compensation
 - Staffing Agency shall maintain Worker's Compensation coverage for all its staff in such amount and form as required by California laws.
- g. If the general liability and/or professional liability insurance is written on a claims-made form, coverage must continue for three years following termination of this agreement.

The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement.

h. Staffing Agency shall furnish UCDH Purchasing Office with certificates of insurance evidencing compliance with all requirements. Staffing Agency shall make provisions for a thirty-day advance written notice of any modification, change, or cancellation of any of the above insurance coverage. Coverage shall name the "Regents of the University of California" as an additional insured.

11. INDEMNIFICATION

a. Staffing Agency shall defend, indemnify, and hold the UCDH, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Staffing Agency, its officers, employees, or agents. UCDH shall defend, indemnify, and hold Staffing Agency, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCDH, its officers, employees, or agents.

12. RIGHT TO DISMISS

a. Any staff referred by Staffing Agency for a position which UCDH determines requires a license and who does not possess a current valid license issued by the State of California for the position to which the staff is referred, or who UCDH determines to be physically incapable of performing the duties of such position shall not be permitted to perform services for UCDH and UCDH shall not be required to pay Staffing Agency for any hours worked by such staff or any fees associated with this assignment.

b. If, in the sole discretion of UCDH a staff person referred by Staffing Agency is incompetent, negligent, or has engaged in misconduct, UCDH may require that person to leave the premises and shall inform Staffing Agency of this action immediately. UCDH's obligation to compensate Staffing Agency for such staff member's services shall be limited to the hours actually worked, fees associated with the assignment to that point, and then UCDH shall have no further obligation with respect to such Staffing Agency staff member's assignment.

c. Refusal to accept an assignment for which the Staffing Agency staff member possesses the necessary skills will be cause to dismiss the Staffing Agency staff member and UCDH shall not be required to pay Staffing Agency for any amount of time or fees associated with this assignment.

13. NON WAIVER

a. Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

14. ASSIGNMENT OF SUPPLIER IDENTIFICATION NUMBER

a. Pursuant to the California Public Contract Code, Section 10518, each vendor who enters into a contract with the University of California for \$10,000.00 or more shall list their supplier identification number on the contract document. For the purposes of this requirement, vendors are advised that their supplier number is their Federal Employer Identification Number (FEIN) or Social Security Account Number (SSAN), as appropriate. This order shall be subject to the examination and audit by the California State Auditor for a period of three years after the final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the agreement including, but not limited to, the costs of administering the agreement.

15. RECORDS

a. To the extent Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) is found applicable to this agreement, until the expiration of four years after the furnishing of services hereunder, Staffing Agency agrees to make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or to any of their duly authorized representatives, this agreement, and books, documents and records of Staffing Agency that are necessary to certify the extent of any costs of UCDH arising from this agreement.

16. FAIR WAGE/FAIR WORK

a. If the Services will be performed at one or more UC campuses and/or medical centers, do not involve furnishing goods, are not a Public Work with a wage determination at or above the UC Fair Wage (defined as \$15 per hour as of 10/1/17), and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion.

b. For Services that exceed \$100,000 annually, Supplier will, a) at Supplier's expense, provide an annual independent audit performed by Supplier's independent auditor or independent internal audit department in compliance with UC's required audit standards and procedures (<http://insidepublicaccounting.com/newsletters/ipa-100-and-ipa-200/>), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for most recently audited time period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

17. ATTACHMENTS:

1. Classification/Fee Schedules (Food Service Worker, Cook, Dietetic Assistant, Dietitian)
2. Health Clearance Criteria
3. UC Health Terms and Conditions (applies to this Agreement)
4. Purchase Order # 90001019-1-SVC

For the Regents of the University of California On behalf of University of California, Davis Health	On behalf of Acrobat Outsourcing		
<i>Otis Baker</i>	<i>Heather Dailey</i>		
Signature	Date 9/19/2018	Signature	Date
Printed Name: Otis Baker	Printed Name: Heather Dailey	9/19/18	

Term: 7/01/2018 through 6/30/2019 . This is an initial agreement, Extension.

SCOPE OF WORK: Dietary Staff Support	
1. Staff Title (use separate attachment #1 for different titles):	Food Service Worker
2. Fee Rate per hour:	\$33.14
3. Work Schedule:	40 hours per week; 8 hours per day; 5 days per week. Schedule <input checked="" type="checkbox"/> may <input type="checkbox"/> may not include <input checked="" type="checkbox"/> day shift <input checked="" type="checkbox"/> pm shift <input checked="" type="checkbox"/> night shift <input checked="" type="checkbox"/> weekend work.
4. Shift differential	<input type="checkbox"/> is <input checked="" type="checkbox"/> is not applicable.
5. If applicable, shift differential is paid at:	<input type="checkbox"/> \$ _____ per hour or <input type="checkbox"/> percent of hourly rate
6. Overtime is paid at a rate of:	<input checked="" type="checkbox"/> \$49.71 per hour or 1.5 percent of hourly rate
7. Overtime is calculated as:	<input checked="" type="checkbox"/> Excess of 8 hours per day or <input type="checkbox"/> 40 hours in a work week. At no time will overtime be paid unless prior approval is obtained from UCDHS.
8. Unless otherwise noted, the above rate include the cost of the staff pay, per diem, housing, travel and transportation, and are based upon the agreed upon period of time stated in the term of the agreement.	
9. If lodging is an additional charge, as applicable, Staffing Agency staff will be reimbursed by UCDHS at the rates in effect at UCDHS preferred contract site. Staffs are free to choose other accommodations, in which case, UCDHS will reimburse up to the then current rates for similar accommodations preferred contract site hotel.	
10. UCDHS will only pay for actual hours worked.	
11. Staffing Agency shall pay to each Staffing Agency staff, who is assigned to UCDHS, not less than the general prevailing wage rate in effect in the locality in which the assignment is done.	
12. Invoices are to be rendered only if the services in this agreement have been furnished. Invoices must be itemized, must identify all applicable discounts, and must reference the agreement number . All hours worked up to the time of cancellation/termination of this agreement may be invoiced. Invoices which are not disputed are normally paid within 30 days.	
Invoice shall be sent to: UCDHS Accounts Payable RE: PO# <u>90001019-1-SVC</u> PO Box 168016 Sacramento, CA 95816	

Term: 7/01/2018 through 6/30/2019 . This is an initial agreement, Extension.

SCOPE OF WORK: Dietary Staff Support	
1. Staff Title (use separate attachment #1 for different titles):	Cook
2. Fee Rate per hour:	\$39.10
3. Work Schedule:	40 hours per week; 8 hours per day; 5 days per week. Schedule <input checked="" type="checkbox"/> may <input type="checkbox"/> may not include <input checked="" type="checkbox"/> day shift <input checked="" type="checkbox"/> pm shift <input checked="" type="checkbox"/> night shift <input checked="" type="checkbox"/> weekend work.
4. Shift differential	<input type="checkbox"/> is <input checked="" type="checkbox"/> is not applicable.
5. If applicable, shift differential is paid at:	<input type="checkbox"/> \$ _____ per hour or <input type="checkbox"/> percent of hourly rate
6. Overtime is paid at a rate of:	<input checked="" type="checkbox"/> \$58.65 per hour or 1.5 percent of hourly rate
7. Overtime is calculated as:	<input checked="" type="checkbox"/> Excess of 8 hours per day or <input type="checkbox"/> 40 hours in a work week. At no time will overtime be paid unless prior approval is obtained from UCDHS.
8. Unless otherwise noted, the above rate include the cost of the staff pay, per diem, housing, travel and transportation, and are based upon the agreed upon period of time stated in the term of the agreement.	
9. If lodging is an additional charge, as applicable, Staffing Agency staff will be reimbursed by UCDHS at the rates in effect at UCDHS preferred contract site. Staff are free to choose other accommodations, in which case, UCDHS will reimburse up to the then current rates for similar accommodations preferred contract site hotel.	
10. UCDHS will only pay for actual hours worked.	
11. Staffing Agency shall pay to each Staffing Agency staff, who is assigned to UCDHS, not less than the general prevailing wage rate in effect in the locality in which the assignment is done.	
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Invoice shall be sent to: UCDHS Accounts Payable RE: PO# <u>90001019-1-SVC</u> PO Box 168016 Sacramento, CA 95816	

Term: 7/01/2018 through 6/30/2019 . This is an initial agreement, Extension.

SCOPE OF WORK: DIETETIC ASSISTANT	
1. Staff Title (use separate attachment #1 for different titles):	DIETETIC ASSISTANT
2. Fee Rate per hour:	\$49.04
3. Work Schedule:	40 hours per week; 8 hours per day; 5 days per week. Schedule <input checked="" type="checkbox"/> may <input type="checkbox"/> may not include <input checked="" type="checkbox"/> day shift <input checked="" type="checkbox"/> pm shift <input checked="" type="checkbox"/> night shift <input checked="" type="checkbox"/> weekend work.
4. Shift differential	<input type="checkbox"/> is <input checked="" type="checkbox"/> is not applicable.
5. If applicable, shift differential is paid at:	<input type="checkbox"/> \$ _____ per hour or <input type="checkbox"/> percent of hourly rate
6. Overtime is paid at a rate of:	<input checked="" type="checkbox"/> \$73.56 per hour or 1.5 percent of hourly rate
7. Overtime is calculated as:	<input checked="" type="checkbox"/> Excess of 8 hours per day or <input type="checkbox"/> 40 hours in a work week. At no time will overtime be paid unless prior approval is obtained from UCDHS.
8. Unless otherwise noted, the above rate include the cost of the staff pay, per diem, housing, travel and transportation, and are based upon the agreed upon period of time stated in the term of the agreement.	
9. If lodging is an additional charge, as applicable, Staffing Agency staff will be reimbursed by UCDHS at the rates in effect at UCDHS preferred contract site. Staff are free to choose other accommodations, in which case, UCDHS will reimburse up to the then current rates for similar accommodations preferred contract site hotel.	
10. UCDHS will only pay for actual hours worked.	
11. Staffing Agency shall pay to each Staffing Agency staff, who is assigned to UCDHS, not less than the general prevailing wage rate in effect in the locality in which the assignment is done.	
12. Invoices are to be rendered only if the services in this agreement have been furnished. Invoices must be itemized, must identify all applicable discounts, and must reference the agreement number . All hours worked up to the time of cancellation/termination of this agreement may be invoiced. Invoices which are not disputed are normally paid within 30 days.	
Invoice shall be sent to: UCDHS Accounts Payable RE: PO# <u>9921021</u> PO Box 168016 Sacramento, CA 95816	

Term: 7/01/2018 through 6/30/2019 . This is an initial agreement, Extension.

SCOPE OF WORK: DIETITIAN	
1. Staff Title (use separate attachment #1 for different titles):	DIETITIAN
2. Fee Rate per hour:	\$74.12
3. Work Schedule:	40 hours per week; 8 hours per day; 5 days per week. Schedule <input checked="" type="checkbox"/> may <input type="checkbox"/> may not include <input checked="" type="checkbox"/> day shift <input checked="" type="checkbox"/> pm shift <input checked="" type="checkbox"/> night shift <input checked="" type="checkbox"/> weekend work.
4. Shift differential	<input type="checkbox"/> is <input checked="" type="checkbox"/> is not applicable.
5. If applicable, shift differential is paid at:	<input type="checkbox"/> \$ _____ per hour or <input type="checkbox"/> percent of hourly rate
6. Overtime is paid at a rate of:	<input checked="" type="checkbox"/> \$111.18 per hour or 1.5 percent of hourly rate
7. Overtime is calculated as:	<input checked="" type="checkbox"/> Excess of 8 hours per day or <input type="checkbox"/> 40 hours in a work week. At no time will overtime be paid unless prior approval is obtained from UCDHS.
8. Unless otherwise noted, the above rate include the cost of the staff pay, per diem, housing, travel and transportation, and are based upon the agreed upon period of time stated in the term of the agreement.	
9. If lodging is an additional charge, as applicable, Staffing Agency staff will be reimbursed by UCDHS at the rates in effect at UCDHS preferred contract site. Staff are free to choose other accommodations, in which case, UCDHS will reimburse up to the then current rates for similar accommodations preferred contract site hotel.	
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11. Staffing Agency shall pay to each Staffing Agency staff, who is assigned to UCDHS, not less than the general prevailing wage rate in effect in the locality in which the assignment is done.	
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