



UNIVERSITY
OF
CALIFORNIA

Amendment to Agreement Contracting for
Covered Services

This Amendment #3 to Agreement #PA A40853 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

RECITALS

WHEREAS, UC has implemented a Regents Policy that requires certain Suppliers to pay their employees performing Covered Services the equivalent of UC wages and benefits;

WHEREAS, as used herein, the term "Supplier" includes Supplier and its Sub-Suppliers at any tier.

WHEREAS, the Agreement does not obligate UC to obtain Goods or Services from Supplier; and

WHEREAS, UC has determined that the only way to ensure compliance with the Regents Policy is to obtain certain representations from its suppliers that are subject to the Policy.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, in consideration of UC continuing to obtain services from Supplier, Supplier agrees to amend the Agreement as follows:

Add the following Article to the Agreement, to read in full as follows:

CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

- (a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- (b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the Contracting for Covered Services Article.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives, and shall be effective as of the date of the last signature.

SE SCHER DBA THE SERVICE COMPANIES

By:



Name:

Heather Dailey

Title:

Director of Sales

Date:

4/9/2021

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS DAVIS CAMPUS/MEDICAL CENTER

Rosabelle Fox

Strategic Sourcing Professional

4/9/2021