



The master purchasing agreement (“Agreement”) to furnish certain materials or supplies and/or services described herein and in the documents referenced herein (collectively, “Goods and Services”) is made by and between UC Health, an operating subdivision of the Regents of the University of California, a California public corporation (“UC”), with a location of 1111 Broadway, 14th Floor, Oakland, California 94607, acting for the benefit of UC Locations and UC Affiliate Locations as defined herein, which become Customers (as defined herein), , and the supplier, Aya Healthcare, Inc., a S-Corp corporation, located at 5930 Cornerstone Court West Suite 300, San Diego, CA 92121 (“Supplier”). UC and Supplier shall individually be referred to as “Party” and collectively, “Parties.” Any defined terms not defined herein shall have the meaning ascribed to such term in the Master Terms and Conditions (“Terms and Conditions”).

1. UC Health and Scope of Customers

- (a) UC Health represents five academic medical centers located at the Davis, Irvine, Los Angeles, San Diego, and San Francisco campuses, as well as UC’s seventeen health professional schools and associated research programs, and student health and counseling centers.

- (b) UC Locations.

“UC Location” used herein shall mean: (i) any UC campus, medical center, affiliated national laboratory, or program, as further described at <http://www.universityofcalifornia.edu/uc-system/parts-of-uc>; (ii) any entity that, after the full execution of this Agreement, is acquired or created by any location referenced in (i); and (iii) any entity that merges into or consolidates with any location referenced in (i) and, after such merger or consolidation, the surviving entity is a location as referenced in (i).

UC represents that it is comprised of individual campuses and medical centers across the state of California, including UC Locations, which are all part of the University of California system and none of which is a distinct legal entity.

Supplier agrees to provide the Goods and Services listed and as priced in Appendix D or elsewhere in this Agreement to each UC Location executing a Statement of Work, the form of which is attached to this Agreement as Appendix C. By execution of such Statement of Work, such UC Location on the one hand, and Supplier, on the other hand, shall be deemed, respectively, to have executed the Agreement (with appropriate changes to the signature block) as Parties.

Each UC Location that enters into a Statement of Work is referred to as a “Customer.”

- (c) UC Affiliate Locations.

The terms of this Agreement will be extended to UC Affiliate Locations. Accordingly, each UC Affiliate Location that enters into a Statement of Work is also referred to as a “Customer” or “UC facility” under this Agreement.

“UC Affiliate Location” as used herein shall mean: (i) any school, campus, facility, healthcare provider or payer, or entity that is not a UC Location and that is, in whole or in part, owned or controlled by, or under common ownership with, UC, or that is managed, in whole or in part, by UC; (ii) any entity that, after the full execution of this Agreement, merges into or consolidates with any UC Location referenced in Section 1(a)(i) of this Agreement and which UC designates as a UC Affiliate Location; (iii) any entity into which any UC Location or UC Affiliate Location merges or consolidates and, after such merger or consolidation, the surviving entity is not a UC Location or UC Affiliate Location, and which UC designates as a UC Affiliate Location; (iv) any entity that merges into or consolidates with a UC Affiliate Location and, after such

merger or consolidation, the surviving entity is a UC Affiliate Location; and (v) any entity, other than those described above, that UC and Supplier may agree in writing may be a UC Affiliate Location.

UC has entered, or will enter, into agreements with UC Affiliate Locations which seek, through collaboration, to combine health care delivery services, procurement and/or contracting activities with efforts to obtain the best value goods and services while reducing total acquisition costs. UC and each of the UC Affiliate Locations are separate and distinct entities. As such, each administrative unit and campus under the control of UC, and each administrative unit and campus under the control of any of the UC Affiliate Locations, is financially separate and each shall be responsible for its respective individual commitments, financial or otherwise, and none shall be responsible for performance or non-performance of any of the others. Each administrative unit and campus under the control of a UC Affiliate Location is financially separate from all other UC Affiliate Locations, and from their respective units and campuses. Each UC Affiliate Location shall be responsible for its respective individual commitments, financial or otherwise, and none shall be responsible for performance or non-performance of any of the other UC Affiliate Locations or their respective administrative units or campuses. No fiduciary responsibility exists between UC and any UC Affiliate Location or the respective units and campuses of such UC Affiliate Locations. No fiduciary responsibility exists between UC Affiliate Locations, or their respective units and campuses. Accordingly, each of the UC Affiliate Locations is fully and solely responsible for its obligations (and the obligations of the administrative units and campuses under its control) under such UC Affiliate Location's Purchase Order(s), and under the Agreement with respect to such Purchase Order(s). Any change to a Statement of Work or Purchase Order shall be applicable only to such UC Affiliate Location and to such Statement of Work or Purchase Order. At the request of any UC Location, Supplier agrees to provide the Goods and Services listed and as priced in Appendix B or elsewhere in this Agreement to each UC Affiliate Location executing a Statement of Work, the form of which is attached to this Agreement as Appendix C. By execution of such Statement of Work, each UC Affiliate Location on the one hand, and Supplier, on the other hand, shall be deemed, respectively, to have executed the Agreement (with appropriate changes to the signature block) as Parties.

For the avoidance of doubt, UC is not responsible for the acts or omissions of any UC Affiliate Location. UC Affiliate Locations shall remain liable for each such UC Affiliate Location's compliance or non-compliance with the terms of this Agreement as it pertains to Purchase Order(s) of such UC Affiliate Location.

In the event Supplier will have access to PHI as defined in Section 31 of Terms and Conditions, UC Affiliate Location Customers may require Supplier to execute and deliver a HIPAA business associate agreement with respect to performance of Goods and Services for such Customer.

- (d) Unless otherwise provided in the Agreement, UC, through Customers, will not be obligated to purchase a minimum amount of Goods and Services from Supplier. Neither UC, nor any Customer, will be penalized, monetarily or otherwise, for not achieving any projected net purchases. Additional goods, including goods that enhance or update any existing Service will be added to the Agreement at the same price as the respective Service pricing to the extent consistent with applicable laws. In the event a new good is introduced by Supplier that fundamentally differs from current Goods and Services listed in Appendix B due to its manner of operation or result achieved, the price(s) of such good(s) will be negotiated before addition to this Agreement.
- (e) Supplier will make available to any Customer its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple Customers. 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 Customers will be addressed, administered, and resolved by each Customer. Any delay in payment or other operational issue involving one Customer will not adversely affect any other Customer. Each Customer shall be fully and solely responsible to Supplier for the fulfillment of such Customer's obligations under the applicable Statement of Work and Purchase Order(s). Without limiting the generality of the foregoing, a Customer's

breach of its obligations under the Agreement or applicable Statement of Work or Purchase Order(s) will subject such Customer to the applicable corrective action, or termination pursuant to Section 2 of this Agreement, but otherwise will have no adverse impact on the other Customers or on their respective Purchase Order(s) or the Agreement, or other UC Locations.

- (f) No Customer shall amend, alter or otherwise modify the terms of this Agreement, including the Incorporated Documents as defined herein. All modifications, amendments and alterations to this Agreement, including the Incorporated Documents, shall be mutually agreed to between UC and Supplier. All other modifications, amendments and alterations shall be null and void. In the event a Customer desires to add terms that do not amend, alter or otherwise modify any term contained in this Agreement, including the Incorporated Documents, such terms may be incorporated into the Statement of Work or other agreement directly between Supplier and such Customer.
- (g) Subcontractors of Supplier that provide HCPs and NCWs under this Agreement shall hereafter be referred to individually as an "Approved Agency" or collectively as "Approved Agencies."

2. Term of Agreement/Termination

- (a) The term of the Agreement will be for three (3) years from **May 1, 2018** through **April 30, 2021** ("Initial Term") and is subject to earlier termination as provided below. UC Health will have the sole option to renew for two successive one-year periods (Renewal Term) under the same terms and conditions; provided that any renewals shall be agreed upon by both parties. In the event the agreement is not renewed or is otherwise terminated the agreement shall continue to be in full force and effect after such termination for any HCPs then on assignment with UC Health or scheduled to commence an assignment with UC Health less than 14 days after such termination and the parties agree to fulfill all obligations hereunder with respect to such HCPs.
- (b) Either party may terminate the Agreement for convenience by giving the other party at least 120 calendar days' written notice.
- (c) UC or Supplier may terminate the Agreement for cause by giving the other Party at least 15 days' written 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.
- (d) Each Customer or Supplier may terminate a Purchase Order and the Agreement with respect to such Purchase Order(s) and Customer only, for cause, by giving the other party written notice least the length of the Cure Period to cure the breach. If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- (e) If a Customer terminates all of such Customer's Purchase Orders, the Agreement, with respect to such Customer, will immediately terminate. If Customer terminates one of its Purchase Orders, the Agreement with respect to such Purchase Order also will terminate, and the Agreement, with respect to all other ongoing Purchase Order(s) of Customer, shall remain in full force and effect. Notwithstanding anything in the Agreement, Supplier's right to terminate a Customer pursuant to Section 2(e) of this Agreement only extends to that particular Customer, and not to any other UC Location or UC Affiliate Location which is also a Customer.
- (f) In the event of termination by a Customer, such Customer shall be relieved of all obligations to Supplier, except for outstanding payments due consistent with Article 3 of the Terms and Conditions. In the event of termination by UC, UC and each Customer shall be relieved of all obligations to Supplier, except for outstanding payments due consistent with Article 3 of the Terms and Conditions.

- (g) Supplier and each Customer participating in the Agreement will agree to a go live date (the “Go Live Date”) or protocol to establish the Go Live Date in the applicable Statement of Work. Prior to the Go Live Date, UC and the applicable Customer agree to use best efforts to cooperate with Supplier during the implementation process, including, but not limited to providing Supplier with sufficient access to the applicable Customer’s personnel and information and documents of Customer reasonably necessary for the successful implementation of the program.

3. Purchase Order

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and Services until Customer approves and executes a Statement of Work and/or Purchase Order for the Goods and Services.

4. Invoices and Pricing

- (a) All invoices must be itemized by Purchase Order or Release Number and applicable Statement of Work and include the Agreement and/or Purchase Order Number, payment remittance instructions, Customer name, and a description of the Goods and Services performed. Supplier will invoice each Customer on a weekly basis for all amounts pursuant to the rates and terms contained in the Rate Schedule attached to the agreement. UC payment terms are net 45 days of UC’s receipt of a valid and accurate invoice unless otherwise stated in the Agreement. Customer will submit any and all objections to the invoices to Supplier within forty-five (45) days after receipt of the invoice.
- (b) Unless the Agreement is amended in writing, the total price for Goods and Services may not exceed **\$150,000,000** per calendar year.
- (c) UC will pay Supplier, upon submission of acceptable invoices, for Services rendered and accepted. To the extent the Agreement extends to multiple UC Locations and UC Affiliate Locations, each Customer will pay Supplier, upon submission of acceptable invoices, for Services rendered and accepted by such Customer. All invoices must be itemized and reference the Agreement or PO number, and as applicable, the Customer name. No Customer, including UC, will pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Meal and Travel Expense Policy, which may be located by searching for G-28 at ucop.edu, or may be obtained upon request. Supplier will pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in providing Services under the Agreement, and all applicable, excise, transportation, privilege, occupational and other taxes applicable to the Services. Where applicable, Supplier will pay all sales and use taxes imposed on the Supplier. Each UC location has a unique accounts payable process. Supplier will provide invoicing based on the requirements of each UC location.
- (d) UC locations will have no obligation to pay any invoice that is submitted more than 90 days after the end of a pay period for which the invoice lists worker hours.
- (e) This Section (4) shall control over Article 3 of the UC Health Standard Terms and Conditions.

5. Notices

As provided in the Terms and Conditions, notices may be given 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 Privacy:

Name	Roslyn Martorano Systemwide Privacy Manager, University of California	
Phone	(510)	987-0564
Email	roslyn.martorano@ucop.edu	
Address	1111 Franklin St. Oakland, CA 94607	

To UC, regarding Breaches or Security Incidents as defined under Appendix – HIPAA Business Associate:

Name	Roslyn Martorano Systemwide Privacy Manager, University of California	
Phone	(510)	987-0564
Email	roslyn.martorano@ucop.edu	
Address	1111 Franklin St. Oakland, CA 94607	

To UC, regarding contract issues not addressed above:

Name	Andy Willis	
Phone	9167033317	
Address	4800 2 nd Avenue, Suite 3010 Sacramento, CA 95817	

Notices pertaining to a specific Purchase Order or Customer shall be directed to the address specified in such Customer's Statement of Work or Purchase Order.

To Supplier:

Name	Aya Healthcare, Inc. Attn: Facility Contracts
Phone	
Address	5930 Cornerstone Court West, Suite 300 San Diego, California 92121

6. Intellectual Property, Copyright and Patents

The Goods and Services involve Work Made for Hire.

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

7. Patient Protection and Affordable Care Act (PPACA)

Because the Goods and Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the Terms and Conditions.

The Goods and Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the Terms and Conditions.

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Goods and Services, and the Parties agree the Service Contract Act Labor Standards does not apply.

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 Goods and 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 California Public Contract Code Section 10515).

11. Indemnification and Insurance

In addition to the Indemnification provided in the Terms and Conditions and Incorporated Documents, as applicable, Supplier represents and warrants that sale or use of the Goods and Services shall not infringe any

United States patent, copyright or trademark. Supplier, shall at its own expense, indemnify, hold harmless and defend UC, each Customer and each of their employees and agents from and against any third party claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees, expert fees and court costs) to the extent caused by a breach of the above warranty. The obligation of indemnification for infringement will not apply to the extent such infringement is caused by improper use of the Goods and Services, or the negligence or wrongful conduct of UC or a Customer.

Supplier shall deliver the Certificate of Insurance to UC, by mail or overnight delivery, and as requested by any Customer. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – AYA HEALTHCARE.

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

The purpose of this agreement is to partner with Aya Healthcare to integrate the business functions related to supplemental clinical, non-clinical, and IT staffing as outlined herein. The scope of this partnership would include all of the following:

- Initially, UC Davis Health System, UC Irvine Health and UCSD Health System will participate in this initiative. UCLA Health and UCSF Health reserve the right to join the initiative at a later date.
- A common rate schedule based on region, to all UC Health businesses for supplemental staffing. Within this agreement, supplemental staffing is referred to as HCP's (healthcare providers) and NCW's (non-clinical workers).
- Common centralized credentialing and background checking for supplemental staff
- Electronic scheduling of supplemental staff
- Electronic time keeping, invoicing and payment for supplemental staff
- One call staffing - brokering all supplemental staffing not provided by Aya Healthcare
- Detailed reporting of all UC Health supplemental staffing utilization
- Onsite Aya Healthcare provided support staff

(a) Description of Goods and/or Services

The Services available to Customers under this Agreement are identified in **(f) Program Requirements** of this Agreement.

(b) Key Personnel

Supplier's preliminary Account Manager is listed below and has overall responsibility for managing the UC/Supplier relationship. Such Account Manager and all other account personnel are subject to change from time to time upon prior notice to UC. UC reserves the right to request a new Account Manager or other account personnel:

Name	Catherine Rogers		
Phone	858	256	7467
Email	crogers@ayahealthcare.com		
Address	5930 Cornerstone Ct W #300, San Diego, CA 92121		

Subcontractors authorized to render Goods and Services under this Agreement:

Supplier has the right to use subcontractor agencies to supplement their own contingent staffing pool. UC and each Customer may instruct Supplier in writing not to use particular companies as Approved Agencies. Supplier agrees to provide a list of all Approved Agencies performing services under this Agreement on a quarterly basis.

Supplier's preliminary Account Management Team is:

Name	Nate Sanger		
Phone	(858)	225	8040
Email	nsanger@ayahealthcare.com		
Address	5930 Cornerstone Ct W #300, San Diego, CA 92121		
Name	Lyndsey Blurton		
Phone	(858)	201	6922
Email	lblurton@ayahealthcare.com		
Address	5930 Cornerstone Ct W #300, San Diego, CA 92121		
Name	Brigette Bower		
Phone	(858)	240	5407
Email	bbower@ayahealthcare.com		
Address	5930 Cornerstone Ct W #300, San Diego, CA 92121		
Name			
Phone			
Email			
Address			

Customer's Project Manager, responsible for acceptance/rejection of project results/deliverables, shall be identified in the Statement of Work for such Customer or otherwise provided to Supplier in writing.

(c) Reporting Requirements

Supplier agrees to provide other reports as reasonably requested by each Customer and to the extent reasonably contemplated by the scope and duties of this Agreement during the Term of the Agreement and any extension(s) to the Term at no additional cost to each Customer.

(d) Service Level Agreement – See APPENDIX C

(e) Pricing, Compensation and Payment Terms

1. **MSP Fees:** No fees are assessed to UC Health for MSP services or technology through Aya.

The management fee charged to Aya subcontractors will not exceed 4.5%. This does not apply to early payment discounts with Aya subcontractors.

There is no MSP fee when Aya Healthcare supplied staffing is utilized.

2. **Rates:**

- a. Current rates for HCPs are set forth on Exhibit D.
- b. Rates for NCWs will be agreed to between Supplier and MSPs.
- c. Customer and Supplier may agree in writing to different rates.

3. **Overtime**

Each Customer will elect either a blended or unblended rate option in the SOW. If Customer elects the blended rate option, blended rates will apply to a 4th and 5th shift worked in a week. After the 5th shift, a 1.35 overtime multiple will be applied. If an unblended rate is selected the 1.35 overtime multiple will apply for all hours worked by personnel in excess of eight (8) hours in a day and all hours worked in excess of forty (40) hours in a week.

4. **Orientation/On-boarding Costs:**

Supplier will provide up to twelve (12) hours of unbilled time for each new HCP or NCW. All other time spent by an HCP or NCW in UC Health or Customer required training is billable at the normally applicable rates. Supplier will maximize the orientation readiness of contract staff by ensuring that all related paperwork and testing is completed prior to the HCP/NCW arrival at facility.

5. **On-Call & Call-Back**

On-call hours worked will be billed at \$7.00 per hour. If a HCP is on-call and is then called back/called in to work, all hours worked will be billed at a premium Call-Back rate equal to 1.35 times the regular rate with a minimum of two (2) hours.

6. **Holidays**

Work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be invoiced at a premium Holiday rate of 1.35 times the regular rate. Holidays begin 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.

7. **Charge**

Work performed by HCPs when working in a Charge nurse capacity will be billed at the applicable rate plus \$3.00 per hour.

8. Cancellation Terms

Long Term Assignment (Traveler or Contracted Non-Clinical Worker)

Termination of Assignment

After acceptance of HCP or NCW for travel assignment by UC, UC may not cancel that assignment within fifteen (15) days of the assignment start date. If deemed necessary to cancel such assignment within fifteen (15) days of start date, UC shall be responsible for any residual costs such as housing fees and travel expenses due to cancellation. UC shall provide one (1) month's written notice of any cancellation of travel assignment for reasons other than employee's inability to perform essential functions of the job unless otherwise agreed upon by the parties. Should UC be unable to provide such one (1) month's cancellation notice, Supplier reserves the right to bill UC for two (2) weeks of service at the regular hourly billing rate. In the event of a cancellation, including, without limitation, cancellations with proper notice, UC shall be responsible for any housing and travel costs incurred by Supplier as a result of such cancellation, and any other fixed costs, expenses and disbursements (e.g. licensure, exam application, visa, etc.) incurred by Supplier with respect to placing such Travel Assignment HCP or NCW with UC.

Cancellation for Unsatisfactory Performance

UC maintains the right to use the standard employee management policies and procedures to ensure a safe and productive work environment. UC may immediately cancel a Worker's assignment if UC is not satisfied with any Worker that UC determines, in its sole discretion that the Worker: (i) is unable to satisfactorily perform the duties related to the Services to be provided under the terms and conditions hereunder; (ii) is failing to satisfactorily perform his/her duties; (iii) has violated any of UC's policies and procedures; or, (iv) fails to meet the qualifications of the position set forth under this Agreement. Supplier will use its best efforts to find a Worker acceptable to UC to complete the remainder of the assignment. UC shall notify Supplier of the cancellation within seventy-two (72) hours of such action and shall provide Supplier with written documentation of the reasons for cancellation within five (5) days of such notification. Supplier will use best efforts to identify a replacement within seventy-two (72) hours of notification by UC.

Cancellation of Shifts for Travelers

Supplier will allow UC to cancel 3 shifts per 13-week assignment in the event of low census or overstaffing of internal resources. Cancellation of shift must be made at least 4 hours prior to assigned shift start.

Scheduling & Guaranteed Hours

Travel HCPs will be confirmed for assignments scheduled to last for between one (1) and fifty-two (52) weeks. Travel HCPs can be assigned to eight (8), ten (10), or twelve (12) hour shifts. For Travel HCPs confirmed to twelve (12)-hour shifts, Customer will guarantee a minimum of thirty-six (36) hours per each one-week work period. For Travel HCPs confirmed to shifts lengths less than twelve (12)-hours, Customer will guarantee a minimum of forty (40) hours per each one-week work period. Customer is financially responsible for all weekly guaranteed hours in the event of shift cancellations or facility closures. On-call hours do not count towards the guaranteed minimum hours.

For HCPs hired for per diem/registry engagements the following terms and conditions apply:

CANCELLATION POLICY

Supplier and UC agree to a two (2) hour cancellation policy. If UC cancels a scheduled shift less than two (2) hours prior to the start of the shift or with less than two (2) hours' notice during the shift, UC will be billed for two (2) hours plus any time worked.

"IN-SHIFT CANCELLATION"

If HCP is no longer needed by UC after reporting for work, HCP may be called off by UC. If HCP is called off by UC, UC shall be billed for the actual number of hours worked by HCP or four (4) hours, whichever is greater, per the rate structure applicable to that HCP. Any in-Shift cancellation hours will count toward the allowed 3 shifts per 13 week assignment.

PERMANENT PLACEMENT (Direct Hire) GUARANTEE

During the term of this Agreement as requested by Customer, Supplier will also use commercially reasonable efforts to recruit qualified applicants for direct hire by Customer (the "Permanent Candidate"). If Customer hires a Permanent Candidate presented to Customer by Aya, within one (1) year of the initial presentation by Supplier, Customer will pay Supplier a recruiting fee equal to twenty percent (20%) of Permanent Candidate's anticipated annual salary, which obligation shall, notwithstanding anything in the Agreement to the contrary, survive any termination or expiration of the Agreement. If Supplier presents a Permanent Candidate to Customer to which Customer has previously been introduced, Customer shall promptly notify Supplier of this fact within three (3) business days following submission, otherwise the Permanent Candidate will be presumed to have been introduced to Customer by Supplier. Other than for normal interviews, Customer shall not communicate directly with any Permanent Candidate without Supplier's written consent. Permanent Candidates who are hired by Customer will be the permanent employees of Customer. Customer will be solely responsible for all credentialing, insurance, benefits, tax withholdings and all other functions customarily required of employers in Customer's industry with respect to Permanent Candidates. Further, notwithstanding anything to the contrary in this Agreement, Supplier shall not be required to defend, indemnify, or hold Customer harmless from claims, damages, interest, penalties, and attorneys' fees and costs arising out of the negligent or willful acts or omissions of or violations of applicable law by Permanent Candidates hired by Customer.

If a Permanent Candidate is employed for fewer than ninety (90) days, UC shall notify Supplier immediately upon the termination of employment. Supplier will have one-hundred eighty (180) days from the date Supplier receives notice of the Permanent Candidate's termination of employment to present to UC a reasonably adequate substitute for the Permanent Candidate. If Supplier fails to introduce a reasonably adequate substitute for the Permanent Candidate within such one-hundred eighty (180) day period, Supplier will refund the entire recruiting fee. This paragraph only applies to direct hire candidates and does not apply when a HCP or NCW is hired by UC Health after being confirmed for a temporary assignment.

Service Level Agreement metrics shall not apply to permanent placement/direct hire requisitions.

(f) Program Requirements

1. APPROVED AGENCY MANAGEMENT

Aya Healthcare will perform the following services:

- (a) Conduct selection, assessment and monitoring of Approved Agencies including negotiation and execution of Approved Agency Agreements;
- (b) Conduct initial and quarterly training for Approved Agencies on the web-based Aya Healthcare system;
- (c) Require all Approved Agencies to carry and provide evidence of insurance coverage compliant with the minimum limits specified by UC for Approved Agencies as further described above;
- (d) Ensure that all documentation requirements are met and provide evidence of meeting these requirements;
- (e) Distribute UC 's Requirements to Approved Agency in a timely manner and maintain web-based Approved Agency access to all applicable open UC Requirements;
- (f) Collect, present, and process time records in a timely manner;
- (g) Be responsible for Supplier's verification of billable time;
- (h) Be responsible for making timely payment to all Approved Agencies providing contingent labor and for making confirmation to UC of said payment to Approved Agencies ;
- (i) Report to UC on all UC Requirements supported by Aya Healthcare;
- (j) Provide to UC a quarterly report of staffing utilization and associated costs, Approved Agency performance results, and prepare other reports as reasonably requested by UC ;
- (k) Manage Approved Agency dispute resolutions and address all UC support concerns within a reasonable timeframe.

2. HCP/NCW SOURCING & ENGAGEMENT

Aya Healthcare will perform the following services:

- (a) Timely processing and engagement of UC Requirements from internal users;
- (b) Evaluate HCP/NCWs against UC Requirements;
- (c) Coordinate and schedule HCP/NCW interviews with UC manager;
- (d) Maintain a HCP/NCW resource pool with required documentation;
- (e) Confirm assignment with Approved Agency and UC manager;
- (f) Coordinate HCP/NCW orientation and track initial competency processes.

3. COMPLIANCE MANAGEMENT

Aya Healthcare will perform the following services:

- (a) Track all pertinent data on each HCP/NCW including name, specialty, last four digits of SSN, rates, availability and do-not-use (DNU) status;
- (b) Track HCP/NCW compliance documentation using UC s Documentation Requirements;
- (c) Coordinate periodic Performance Evaluations and ongoing competency assessments with UC management;
- (d) Coordinate active, inactive or DNU status of HCP/NCWs.

4. REPORTING

Aya Healthcare will provide the following:

- a) Summary reports including Department Profiles, HCP/NCW Profiles, HCP/NCW License & Certifications, HCP/NCW availability, Documentation Status and Expirations, UC Requirements by Department, UC Requirements by Trend, Standard Rate Schedules, Expenditures by Department, Budget to Burn rates, Open Order and Filled by Department, Order Trend by Department and HCP/NCW, Time to Fill by Department.

5. UC RELATIONS

Aya Healthcare will coordinate and manage the following:

- (a) Quarterly reporting and meetings with both facility management and UC Health system management as agreed upon by the Customer and Supplier;
- (b) Provide a maximum of 10 on-site FTE's for the three participating UC Health Medical centers in aggregate. The exact number per facility will be mutually determined during the implementation process.

6. SERVICE-LEVEL PERFORMANCE METRICS NON CLINICAL

After the first initial 90 days from program Go Live Date for each Customer, Aya Healthcare shall maintain the following Service Level requirement reported on a quarterly basis.

- a) Requisition to candidate submittals: Clerical within 2 business days;
- b) Requisition to candidate submittals: IT within 3 business days;
- c) Generation of automated electronic confirmation for receipt of the Request for a resource within two (2) business hours of receipt for requests received by 2:30 PST on a business day ;

7. LABOR OPTIMIZATION CONSULTING

Upon written request from each Customer, Supplier shall provide at no additional cost the labor optimization consulting services described further below ("Consulting Services"). Supplier will provide Consulting Services one time for each Customer; provided that such Customer requests Consulting Services prior to October 1, 2018. Customer shall cooperate with Supplier to provide reasonable access to Customer data and personnel as requested by Supplier.

Project Outline	Project Description
Project Purpose	UC seeks consulting services to address key workforce challenges impacting resource management, recruitment, and current staff resources.
Project Goal	The operational assessment from Aya will provide analysis, solution design, and recommendations for technology, partnership, innovation support.
Scope	Aya will conduct an analysis which may include, but not be limited to: current scheduling practices, flexible workforce staffing, contingent labor utilization and pricing, public brand analysis and external recruitment functions; retention strategy assessment, HR practices and policy assessment, staffing needs and gaps, and new graduate residency processes.
Anticipated Benefits	<ul style="list-style-type: none"> • Independent analysis and strategy development • Potential cost savings for contingent staffing costs • Recommendations and strategy to reduce contingent labor utilization • Recommendations for improvement and efficiencies for recruitment and retention practices • Gap analysis for policies versus practices • Recommendations for services and technology to support new grad and residency on-boarding

Major Deliverables	<ul style="list-style-type: none"> * Clarity of FTE needs by department including flexible workforce recommendations * Recommendations for core staff recruitment * Gap analysis and recommendations for improving policies versus practice * Recommendations for improvements and efficiencies * Improved flexible workforce pool capacity * Brand analysis and recommendations from the recruitment perspective * Improved visibility to internal and external workforce trends and needs
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(g) Changes to the Goods and Services

UC may desire to change the Goods and Services following execution of the Agreement. If so, UC will submit a request for a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment meets with Supplier’s approval, then Supplier will execute. Supplier’s implementation of an Amendment will not delay the performance of Goods and Services and/or the delivery of deliverables not reasonably affected by an Amendment.

(h) No Mandatory Use

Supplier is advised that because there is no mandatory use policy at UC Locations and UC Affiliate Locations, as applicable to the Agreement, Supplier may still see some competition at any given UC Location and/or UC Affiliate Location, as applicable, for any given service.

(i) Additional Terms

1. Joint Ventures or Subcontracts for Products or Services Requested: No contract shall be made by the Supplier with any other party for furnishing any of the work or services herein contracted for without the written approval of UC; provided that Supplier may use affiliates and Approved Agencies to perform services under this Agreement, including without limitation to provide NCWs or HCPs. This provision will not be taken as requiring the approval by UC for employment between the Supplier and employees.

2. Furnished Property: No material or labor will be furnished by UC unless otherwise provided for in this Agreement. If a UC location requires an on-site resource from supplier, work space will be provided to the supplier at no additional cost.

3. Allocation and Deduction of Travel Expenses: The Supplier’s hourly billing rates and UC’s payment of those hourly rates necessarily incorporate and contemplate that a portion of those rates is to reimburse Supplier or Approved Agency for all lodging, meals and incidental expenses incurred by the HCPs or NCWs (“travel expenses”). UC acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse Agency for all travel expenses paid by Supplier or Approved Agency to any of its HCPs or NCWs providing services to Supplier hereunder. Supplier may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations. Supplier shall provide UC with information detailing all such per diem allowances paid for travel expenses on a report referenced and included as a part of each invoice or annually. Each such report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof. Such report shall contain the names of each HCP or NCW providing services to Supplier who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Copies of such expense reports are maintained by Supplier or Approved Agency and are available upon request if needed to further substantiate Supplier’s tax deductions for travel expenses.

Supplier is providing UC with an aggregate hourly rate for billing purposes which is inclusive of both (i) amounts for healthcare services provided by HCPs or non-clinical services provided by NCWs hereunder; and (ii) reimbursements for per diem allowances paid by Supplier or Approved Agency to HCPs or NCWs.

UC acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("IRC") § 274(n) to the extent such limitation applies to any reimbursement (including, without limitation, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement) for which it is responsible.

4. Liability and Indemnification:

(1) This clause is in addition to the Liability and Indemnification clause in the standard Terms & Conditions (Appendix A) and addresses the fact that Supplier will subcontract with Approved Agencies to supplement the contingent labor staff that Supplier will provide.

(2) Supplier agrees to cause each Approved Agency to indemnify and hold harmless UC, Supplier and their affiliates, directors, officers, agents, trustees, employees, agents and representatives from claims and liabilities (including reasonable attorneys' fees and expenses incurred in the defense thereof at all trial levels) relating to any property damage, personal injuries or death, directly arising out of or relating to the acts or omissions of the Approved Agency or its employees in connection with the Approved Agency's or its employees services to UC and claims and liabilities relating to any action, cause of action, claims, lawsuits or investigations against UC by any person or a governmental entity or agency relating to any action or omission to act by the Approved Agency or its employees, including, but not limited to, discrimination, wrongful discharge, retaliation, breach of contract or any other federal, state or agency law, rule or regulation.

(3) UC agrees to indemnify and hold harmless Supplier and each Approved Agency, their affiliates, directors, officers, agents, trustees, employees, agents and representatives from claims and liabilities (including reasonable attorneys' fees and expenses incurred in the defense thereof at all trial levels) relating to personal injuries or death, directly arising out of the acts or omissions of UC or its employees, and claims and liabilities relating to any action, cause of action, claims, lawsuits or investigations against Service Provider or an Approved Agency by any person or a governmental entity or agency relating to any action or omission to act by UC, its employees, agents, including, but not limited to, discrimination, wrongful discharge, retaliation, breach of contract or any other federal, state or agency law, rule or regulation.

UC and Supplier each agree that they and each Approved Agency shall only be liable under this Section 17 for the proportionate liability or relative share of negligence allocated to such party based on the acts or omissions of its employees, agents or representatives. If such allocation is not determined by a court of competent jurisdiction and the parties in good faith are otherwise unable to agree to such allocations, either UC or Supplier may bring an action, including a summary or expedited proceeding, to compel binding arbitration of such matter.

5. Responsibilities of Approved Agency: Approved Agency and its employees shall at all times diligently, professionally and ethically carry out their responsibilities under this Agreement in the best interest of UC and its patients.

1. Documentation of HCPs: Approved Agency agrees to comply with all UC location accreditation and licensing requirements. Approved Agency shall provide Supplier

sufficient evidence to verify that each HCP has satisfactorily completed all UC required documents and continues to be current during the applicable assignment.

2. Standard of Practice: Approved Agency shall be in compliance and ensure that all HCPs it provides to the UC under this Agreement shall conduct themselves in accordance with the requirements and recommendations of all applicable laws, the Joint Commission on Accreditation of Healthcare Organizations, OSHA, CDC regulatory agencies, the policies and procedures of the UC and current standards of practice as they pertain to performance of services under this Agreement.
3. Online Testing of HCPs: Approved Agency agrees to abide by the Policies and Procedures relating to online testing attached to the Approved Agency Guide (see Attachment B). Approved Agency agrees to indemnify and hold harmless Supplier, its officers, directors, agents and employees for any breach by Approved Agency of such Policies and Procedures.

A representative of Supplier will coordinate receipt of the foregoing documentation in order to confirm that the HCP has met all requirements of UC. A complete profile of each candidate (including, but not limited to credentialing and screening) shall be completed by Approved Agency prior to submitting a candidate to Supplier. Approved Agency shall cause all of its employees to be in compliance therewith throughout the term of his/her assignment. Approved Agency shall continue to monitor such candidate's compliance therewith during the term of the assignment and shall provide Supplier with updated information, as applicable. Any violation of compliance with the required credentialing standards may result in the cancellation of such HCP from an assignment.

Approved Agency will provide confirmation of HCP's acceptance of an assignment to Supplier. Approved Agency shall notify Supplier as soon as practicable upon receiving information that HCP may cancel or postpone an assignment.

4. Experience: Each HCP supplied by the Approved Agency must have a minimum of one-year experience in an acute care setting; and Approved Agency shall ensure that each HCP supplied by the Approved Agency for specialized units has at least one year's full-time equivalent experience in that specialty area within the two years preceding the date the HCP is supplied to the UC under this Agreement. Although each HCP will be pre-screened and/or interviewed by Supplier, a final determination for temporary employment shall be made by the UC.
5. Licenses/Certifications on Probation or Suspension: Prior to each HCP's assignment with the UC facility, Approved Agency shall verify with the applicable state board that the HCP is not on probation or suspension. No HCP who is on probation or whose license is suspended as described above or for whom board proceedings are pending shall be supplied to Supplier. In addition, any HCP who is on a temporary license or other similar license shall be noted in bold print on an application.
6. Non-Discrimination: Approved Agency shall, and shall cause all of its HCPs supplied by Approved Agency to UC under this Agreement to, provide services to patients under this Agreement regardless of the patient's race, color, age, creed, sex, sexual orientation, national origin, disability, Vietnam Veteran status, status as a member of the Uniformed Services, or any other classification regulated by law.
7. Compliance with Applicable Laws: During the term of this Agreement, Approved

Agency is, and shall cause its HCPs to be, in compliance with all applicable local, municipal, state and federal laws and all rules and regulations applicable to the services described herein.

8. Work Authorization: Approved Agency will obtain and keep on file all documentation with respect to HCPs supplied to the UC hereunder required by Supplier, the UC, and by the Bureau of Citizenship and Immigration Services to prove legal status to work and reside in the United States of America. Upon twenty-four hours written notice, Supplier and/or the UC may inspect Approved Agency's records during its regular business hours to verify Approved Agency's compliance with this Agreement.
9. No Solicitation: During the term of the agreement, Approved Agency shall not contact UC or any of its employees, agents or representatives directly to provide, coordinate placement of, or manage the assignments of HCPs. Approved Agency shall not accept solicitations from the UC for the services described herein during the term of this Agreement. Furthermore, Approved Agency may not engage approved agencies to provide HCPs for assignments procured by Supplier at the UC Health without Supplier's prior written consent.

6. Responsibility of UC to Approved Agency:

1. Orientation: All HCPs shall be oriented to the individual unit/department in accordance with the standards of The Joint Commission (TJC) or other accreditation agencies, OSHA, CDC, federal/ state regulatory agencies and state board of nursing practice act prior to assuming patient care duties.
2. Evaluation: All HCPs shall be evaluated by the charge nurse or unit supervisor periodically. Supplier will use commercially reasonable efforts to obtain such evaluations upon receipt of a reasonable request for the same from Approved Agency. With respect to HCPs on assignment for 8 weeks or more, Supplier will use commercially reasonable efforts to have all personnel evaluated by the charge nurse or unit supervisor at the end of each assignment.
3. Small Business: Upon Supplier's request, Approved Agency agrees to provide Supplier with documentation evidencing Approved Agency's status as a "small business" or "disadvantaged small business" as described by the United States Small Business Association, if applicable.

7. Solicitation of Staff, Employees and UC s:

1. Flipping: During the term of this Agreement, if, and to the extent that, any candidate whose profile is submitted by Approved Agency to Supplier is working at UC for Supplier or Approved Agency (in either instance, the "Staff Employer"), then the other party agrees that it will not, and will cause its affiliates not to, interfere with the business of the Staff Employer and its affiliates by inducing that candidate to become employed by the other party at UC (e.g. no "flipping").
2. HCP Working for Both Parties: During the term of this Agreement, if a candidate's profile is submitted by Approved Agency to Supplier and such candidate is actively working for both parties at a non-UC facility, then the party that submits the candidate for a position at a UC facility first shall be awarded the contract with the candidate if the candidate is selected to work at a UC facility; provided, however, that there shall be

no prohibitions or restrictions on either party with respect to hiring such candidate for any non-UC facility.

3. HCP Working for Approved Agency: During the term of this Agreement, if a candidate's profile is submitted by Approved Agency to Supplier and such candidate is actively working for Approved Agency but not for Supplier, then Supplier shall not, and shall cause its affiliates not to, interfere with the business of Approved Agency and its affiliates by inducing such candidate to become employed by Supplier or any of its affiliates at any facility (non-UC or otherwise) during the 6-month period immediately following the day that the candidate's profile was submitted by Approved Agency to Supplier.
4. Definition of "Actively Working." As used in this Section, "actively working" means that a candidate's profile has been submitted by either party to a facility for an employment assignment within the preceding 6- month period prior to the time such candidate's profile is submitted by Approved Agency to Supplier or that the candidate is currently working on an assignment for a party.
5. Notwithstanding anything to the contrary in this Agreement, nothing shall prohibit Supplier or Approved agency from conducting general advertising, social media, email or telephone campaigns, or from soliciting or employing persons who have independently applied with or contacted Supplier or Approved agency regarding employment opportunities, or who otherwise become known to Supplier or Approved agency through means other than through performance under this Agreement.
6. Facilities: Throughout the term of this Agreement and for six months thereafter, Approved Agency will not make any attempt to contract directly with UC as their exclusive vendor manager or preferred provider.
7. Hiring HCPs: UC may hire an Approved Agency's or Supplier's HCP for a permanent position upon completion of an HCPs 13-week assignment at no cost to UC.

UC may hire an Approved Agency's or Supplier's per diem HCP with no contingency fee upon completion of 468 hours within one year. If less than 468 hours but more than 300 hours have been worked by Approved Agency's per diem HCP there will be a contingency fee equal to 10% of the HCP's anticipated annual compensation. If less than 300 hours have been worked by Approved Agency's per diem HCP there will be a contingency fee equal to 20% of the HCP's anticipated annual compensation.
8. Prior Employment by Customer: Approved Agency shall not assign to Customer any HCP who has previously been employed by Customer unless Customer approves the assignment of such HCP in advance in each instance.

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, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between Customer and Supplier, records will to the extent required by law normally jointly become the applicable Customer's property, and subject to state law and UC and

other Customer policies, as applicable, governing privacy and access to files. Use of recording devices in discussions with employees is permitted to the extent it complies with applicable state law.

14. Access to Protected Health Information or Medical Information

It is NOT anticipated that the Supplier will require access to PHI as defined in the Terms and Conditions.

It is anticipated that the Supplier will require access to PHI as defined in the Terms and Conditions.

15. Amendments to UC Terms and Conditions

The UC Terms and Conditions are hereby amended as follows:

- Article 5 (Assigned Personnel; Character of Services): The following provision is added to Article 5:
 - “UC shall retain professional and administrative responsibility for the work performed by all individuals assigned by Contractor to perform work for UC (“Candidates”) as required by California law. UC shall be responsible for determining the clinical competencies required of Candidates. Notwithstanding the foregoing, UC shall not, without the prior written consent of Supplier, permit or request a Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Candidate’s confirmed assignment.”
- Section 7 – A (Intellectual Property, Copyright and Patents; Goods and/or Services Involving Work Made for Hire): The definition of Deliverables is revised as follows:
 - “any deliverables provided to UC by Supplier generated by Supplier’s employees or agents performing work onsite at a UC Health facility under this Agreement, and any intellectual property rights therein, or reports generated for UC by Supplier as agreed to by Supplier (hereinafter the “Deliverables”)”
- Add Article 45 – Specific terms in the Terms in the Agreement shall control over the general UC Terms & Conditions to the extent inconsistent.
- Add the following sections are added to Article D (General Terms and Conditions):
 - Article 20 (Prohibition on Unauthorized Use or Disclosure of Confidential Information): Add the following to the end of Article 20:
 - “Personnel files and compliance documentation submitted by Supplier, as well as other proprietary business information marked or designated as “Confidential” by Awarded vendor shall be considered Supplier Confidential Information, except that Supplier Confidential Information shall not include information that: (i) UC can demonstrate by written records was known to UC prior to disclosure; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of UC; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. UC Health shall not use for purposes other than directly related to the performance of this Agreement, or disclose to any third party or others without a legitimate business need to know, all or a portion of such Supplier

Confidential Information, unless such disclosure is required by law or legal process, or Supplier or upon the prior consent of Supplier.”

- o MEAL AND REST BREAKS. UC Health shall schedule personnel so as to allow them sufficient time to take any legally required meal, rest, or recovery breaks.
- Add Article 46: “TECHNOLOGY SOLUTION. UC Health may be given access to a technology solution(s), provided by Supplier or a third party, to facilitate the performance of services under this Agreement, such as Supplier’s proprietary web-based portal known as Aya Connect (collectively, the “Technology Solutions”). Access and use to such Technology Solutions will require UC to comply with terms of use, and if necessary, may require UC to execute further agreements as may be required to obtain access to such systems. The parties shall reasonably cooperate in agreeing upon terms mutually agreeable to both parties and which do not contradict, amend or otherwise alter the terms of the Agreement. The current terms of use of Aya Connect and its related websites can be found at: <https://www.ayahealthcare.com/termservice> and the version of such terms in effect as of the effective date of the Agreement are incorporated by reference herein as though set forth in full at this point to the extent that such terms do not contradict or otherwise not inconsistent with the terms contained in this Agreement, or the laws or policies applicable to UC.

The Aya Connect technology solution, including, but not limited to, its design, source code, databases, content, collectively “Aya Connect Information”) shall be considered Supplier Confidential Information, subject to provisions set forth above with respect to Confidentiality of Files and Personnel. Except for the limited, non-exclusive, revocable use rights expressly granted herein, Supplier reserves all rights, titles, and interests not expressly granted to UC Health and this Agreement does not transfer from Supplier any right, title or interest in the Technology Solutions, Supplier Connect Information or other Supplier confidential information to UC Health. UC Health agrees that its access and use of the Technology Solutions shall be limited only to the extent such access and use directly relates to and is necessary for UC Health’s performance under this Agreement. UC Health shall limit access to the Technology Solutions to only those employees or agents of UC Health with a legitimate business need for such access, and only after such persons agree to abide by the applicable terms of use or are otherwise informed of the obligations set forth in this Agreement with respect to Technology Solutions. UC Health’s access and use of the Technology Solutions may be terminated (i) upon UC Health’s breach of this Agreement, (ii) automatically upon the termination or expiration of this Agreement, or (iii) at Supplier’s discretion upon 120 days written notice. In no event shall Supplier be liable for damages in connection with such termination.

Except as may be required by law or legal process, UC Health shall not, and shall ensure that its employees, agents, and Suppliers do not use or make Technology Solutions available for use by any unauthorized persons or for any use not explicitly permitted by this Agreement, and UC Health agrees it shall be responsible for any violation by UC Health or its agents or employees of this provision or the applicable terms of use in effect at the time of such access. UC Health shall be responsible for notifying Supplier promptly in the event UC Health’s relationship with any employee or agent who had access to the Technology Solutions is severed, so that passwords may be updated or accounts disabled as necessary. UC Health’s use of the Technology Solutions may be monitored for usage level and ensure compliance with this Agreement and any applicable terms and conditions.

ALL TECHNOLOGY SOLUTIONS ARE PROVIDED “AS IS” WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SUPPLIER FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER DOES NOT WARRANT THAT TECHNOLOGY SOLUTIONS WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.”

- LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER AGREEMENT OR PROVISION TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

16. Incorporated Documents

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein ("Incorporated Documents"), listed in the order of precedence following the Agreement:

- (a) UC Terms and Conditions, dated 5//19/17 - Appendix A
- (b) Template Statement of Work – Appendix B
- (c) Service Level Agreement – Appendix C
- (d) Price Matrix - Appendix D

UC and each Customer enters into this Agreement conditioned upon its terms and the terms of Incorporated Documents in the order of precedence as provided above controlling the transaction contemplated by the Parties and superseding any and all other terms and conditions. By accepting payment from UC and any UC Location, Supplier agrees and understands that the Agreement controls the transaction and supersedes any and all other terms and conditions Supplier may put forth. UC Affiliate Locations may also enter into specific terms and conditions with Supplier with respect to the provision of Goods and Services to such UC Affiliate Location.

17. Preferred Provider Status

Supplier shall be Customer's preferred provider with respect to the fulfillment of Customer's needs for supplemental clinical and non-clinical staffing; Customer will at first only submit its needs for supplemental clinical and non-clinical staffing to Supplier. Supplier must submit a minimum of three candidates within five (5) days and if Supplier is not able to fill an order for a HCP or NCW within fifteen (15) days of it being submitted by Customer, then Customer shall have the right to use other companies (the "Alternate Agencies") to fulfill such order(s). However, Customer may not: (i) provide more favorable terms to the Alternate Agencies; (ii) permit Alternate Agencies to use subcontractors to provide staff; or (iii) use as an Alternate Vendor any vendor who has an active subcontracting Agreement with Aya for the provision of services to Customer.

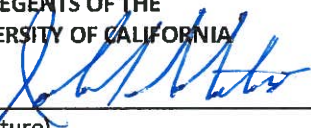
18. Entire Agreement

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.

It is understood by Supplier that this Agreement is not exclusive. UC has, and will continue to have, or may have, other relationships with other suppliers for the provision of Goods and Services similar to the Goods and Services provided herein, with no minimum guarantee of the utilization of Supplier's Goods and Services.

Each Party agrees that a signed facsimile, signed PDF or the electronic transmission of signature(s), in whole or in counterparts, constitutes valid signature(s) and is fully enforceable in accordance with its terms. A Customer will be deemed to have agreed to the terms of this Agreement (including the Terms and Conditions) upon execution of a Statement of Work.


The Agreement is signed below by the Parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**


(Signature)
John Stobo

(Printed Name, Title)
4/24/18

(Date)

AYA HEALTHCARE, INC.


(Signature)
Peter Kaufman, EVP

(Printed Name, Title)
4/20/18

(Date)

EXHIBIT A



UNIVERSITY
OF
CALIFORNIA

UC Health Terms and Conditions

ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement for such Services (which, when combined with these UC Health Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. As used herein, if a UC Location is identified above, “UC” shall refer to The Regents of the University of California, a California public corporation, on behalf of the UC Location identified above; otherwise, “UC” shall refer to UC Health, an operating subdivision of The Regents of the University of California, a California public corporation. UC and Supplier shall individually be referred to as “Party” and collectively, “Parties.” Any defined terms used but not defined in this UC Health Terms and Conditions (“Terms and Conditions”) shall have the meaning ascribed to such term in any of the other documents incorporated and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the PO or elsewhere in Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement of the Parties.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn. To the extent the Agreement extends to multiple UC Locations and UC Affiliate Locations (each a “Customer”), each such Customer shall have the right to terminate the Agreement with respect to such Customer’s Statement of Work and/or PO(s) only, without damage, penalty, cost, or further obligation in the event that through no action or inaction on the part of such Customer, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days’ notice if stated elsewhere in the Agreement. To the extent the Agreement extends to multiple UC Locations and UC Affiliate Locations, each Customer may, by written notice stating the extent and effective date thereof, terminate the Agreement with respect to such Customer’s Statement of Work and/or PO(s) only, for convenience in whole or in part, at any time with not less than the number of days’ notice stated elsewhere in the Agreement. As specified in the termination notice, UC, or each Customer, as applicable, will pay Supplier as full compensation the pro rata Agreement price for performance through the date UC or such Customer, as applicable, provided Supplier with notice of termination or through the date that Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to supply the Goods and/or Services within the time if so specified elsewhere in the Agreement or any written extension thereof. In such event, UC, or each Customer, as applicable, may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC, or each Customer, as applicable for any excess costs UC, or each Customer, as applicable, incurs thereby. To the extent the Agreement extends to multiple UC Locations and UC Affiliate Locations, each Customer may by written notice terminate the Agreement with respect to such Customer’s Statement of Work or PO(s) for Supplier’s breach of the Agreement and/or Statement of Work or PO(s), in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger

performance and does not cure such failure within a reasonable period of time, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, such Customer may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to such Customer for any excess costs such Customer incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS

Pricing is set forth in the Agreement or PO Number. Unless otherwise agreed to in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms and Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. To the extent the Agreement extends to multiple UC Locations and UC Affiliate Locations, each Customer will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted by such Customer. All invoices must be itemized and reference the Agreement or PO number, and as applicable, the Customer name. No Customer, including UC, will pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Meal and Travel Expense Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such items within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State

or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

- D. Accessibility Requirements. Supplier warrants that:
 - 1. It complies with California and federal disabilities laws and regulations; and
 - 2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services.
- E. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right to use all intellectual property that will be needed to provide the Services.
- F. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- G. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- H. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at: <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- I. Outsourcing (Public Contract Code 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (a) UC may terminate the Agreement without further obligation for noncompliance, and (b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

- A. Goods and/or Services Involving Work Made for Hire.
 - 1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law ("Work Made For Hire") and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 - 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 - 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 - 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.
 - 1. If UC has specifically specified elsewhere in this Agreement that the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide prompt written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld. To the extent the terms of this Agreement apply or extend to multiple UC Locations and UC Affiliate Locations, Supplier will defend, indemnify and hold harmless each Customer and its officers, employees and agents on the same terms as those specified in this Article 8. For the avoidance of doubt, to the extent the terms of the Agreement apply or extend to UC Affiliate Locations, UC is not responsible for the acts or omissions of any UC Affiliate Location. UC Affiliate Locations shall remain liable for each such UC Affiliate Location's compliance or non-compliance with the terms of the Agreement as it pertains to the Statement of Work or Purchase Order(s) of such UC Affiliate Location.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 1. Each Occurrence \$ 2,000,000
 2. Products/Completed Operations Aggregate \$ 5,000,000
 3. Personal and Advertising Injury \$ 2,000,000
 4. General Aggregate \$ 5,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 - 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 - 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL ACQUISITION REGULATIONS – COMMERCIAL GOODS AND SERVICES

[NOTE TO BUYER: MAY ONLY BE DELETED IF THERE IS CERTAINTY THAT NO FEDERAL FUNDS OF ANY KIND ARE OR WILL BE USED TO PURCHASE SERVICES FROM SUPPLIER.]

Supplier who supplies commercial materials, supplies or services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely:

- A. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
- B. FAR 52.219-8, Utilization of Small Business Concerns;
- C. FAR 52.222-04, Contract Work Hours and Safety Standards Act;
- D. FAR 52.222-17, Nondisplacement of Qualified Workers;
- E. FAR 52.222-21, Prohibition of Segregated Facilities;
- F. FAR 52.222-26, Equal Opportunity;
- G. FAR 52.222-35, Equal Opportunity for Veterans;
- H. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- I. FAR 52.222-37, Employment Reports on Veterans;
- J. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- K. FAR 52.222-41, Service Contract Act Labor Standards;
- L. FAR 52.222-50, Combating Trafficking in Persons;
- M. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements;
- N. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements;
- O. FAR 52.222-54, Employment Eligibility Verification;
- P. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- Q. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and

R. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services, will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person

who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will ensure that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases. To the extent the Agreement extends to multiple UC Locations and UC Affiliate Locations, Supplier's obligations shall apply to each UC Location and UC Affiliate Location.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection. To the extent the Agreement extends to multiple UC Locations and UC Affiliate Locations, title to the Goods purchased by a Customer will pass directly from Supplier to such Customer at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to such Customer's right to reject upon inspection.
- D. Changes. UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Goods by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to an applicable warranties in Articles 6 and 11.

- F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 C.F.R. §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant or cooperative agreement so provides, the other contracting party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security and Privacy and/or Appendix – HIPAA Business Associate.

To the extent the Agreement extends to multiple UC Locations and UC Affiliate Locations, Supplier's obligations in this Section shall apply to each Customer's Confidential Information.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – ENVIRONMENTALLY PREFERABLE PRODUCTS

Supplier will use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Agreement. Information on environmentally preferable products and services is available at: <http://www.epa.gov/opptintr/epp/>.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will not pay less than 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) for Services being performed at a UC Location.

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that

is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Services will be performed at one or more UC Locations, do not involve furnishing goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, 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 Articles 11, 12 and 14 herein, and 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. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual 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>) in compliance with UC's required audit standards and procedures (http://www.ucop.edu/procurement-services/_files/fw-fw-annual-audit-standards-procedures.pdf), 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 the 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.

ARTICLE 26 – GOVERNMENT HEALTH CARE PROGRAMS

Neither Supplier nor its employees nor agents is now nor has ever been excluded, suspended, debarred, or otherwise sanctioned or made ineligible from participation in any government sponsored program, including any federal or state health care program (e.g., Medicare, Medi-Cal), and no proceedings, investigations, or inquiries are currently pending or threatened by any federal or state agency as a result of which Supplier or its employees or agents could be excluded, sanctioned, debarred or otherwise made ineligible from participation in any government sponsored program or sanctioned for any violation of any rule or regulation of such programs (excluding denial of reimbursement or payment of any specific claim or claims). Supplier will immediately provide written notice to UC of any such pending or threatened investigation or inquiry upon becoming aware of such investigation or inquiry. Any breach of this Section shall give UC the right to terminate the Agreement immediately for cause.

ARTICLE 27 – COMPLIANCE WITH LAWS

Supplier represents and warrants that it is currently, and shall remain throughout the term of the Agreement, in material compliance with applicable laws, rules and regulations, including, but not limited to, those relating to participation in the Medicare and Medi-Cal programs, the False Claims Act, the Civil Monetary Penalties Law, the Federal anti-kickback statute, and corresponding state laws; the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("HIPAA"), the California Confidentiality of Medical Information Act ("CMIA"), and all other applicable, state, local and federal requirements.

The Parties acknowledge that this Agreement, together with other contracts between Supplier and UC, will be included on the master list of physician contracts maintained by UC, as applicable.

ARTICLE 28 – ACCESS TO BOOKS AND RECORDS

- a. As and to the extent required by law, upon the written request of the Secretary of the U.S. Department of Health and Human Services ("Secretary") or the U.S. Comptroller General or any of their duly authorized representatives,

Supplier shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing the Goods and/or Services under the Agreement. Such inspection shall be available for up to four (4) years after the provision of such Goods and/or Services.

- b. If Supplier is requested to disclose books, documents or records pursuant to this Section for any purpose, Supplier shall notify UC of the nature and scope of such request within ten (10) days of receiving such request, and Supplier shall make available, upon written request by UC, all such books, documents or records.
- c. If Supplier carries out any of the duties of the Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization (as that term is defined in 42 C.F.R. § 420.300), Supplier agrees to include this requirement in any such subcontract.
- d. Supplier shall indemnify and hold harmless UC if any amount of reimbursement is denied or disallowed because of Supplier's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount or reimbursement denied, plus any interest, penalties and legal costs.
- e. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by UC or Supplier by virtue of the Agreement.

ARTICLE 29 – NO REQUIREMENT TO REFER; FAIR MARKET VALUE

The Parties expressly acknowledge and agree that it is their intent to comply fully with all federal, state, and local laws, rules, and regulations. Supplier and UC each declare their intent that none of the terms of the Agreement are in exchange for any direct or indirect patient referrals or any arranged for, recommended, or promised referrals of patients. It is not the purpose nor is it a requirement of the Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medi-Cal. No payment made or received under the Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare or Medi-Cal. Any payments made by UC, to Supplier represent the fair market value of the Services rendered under this Agreement and are not in any way related to or depend upon referrals by and between the Parties. Supplier shall disclose to UC and Customer, as applicable, the existence of any financial relationship Supplier currently has or enters in to during the term of the Agreement with a physician (or entity composed of or employing a physician) who Supplier has reason to believe is a member of the medical staff of any UC facility, as applicable. The Agreement is not intended to influence a medical professional's judgment in choosing the medical facility appropriate for the proper care and treatment of her or his patients.

ARTICLE 30 – DISCLOSURE OF DISCOUNTS

UC acknowledges that discounts, rebates, credit, free goods and services, coupons or other things of value which it may receive from Supplier under the Agreement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7(b)(3)(A). UC agrees to file all appropriate reports and to properly disclose and reflect all such discounts, rebates, credit, free goods and services, coupons or other things of value or any price reductions in any report filed in connection with state or federal cost reimbursement programs. However, UC agrees not to disclose the prices or the terms and conditions of purchases from Supplier to any person except as required by law in such reports or otherwise.

ARTICLE 31 – PROTECTED HEALTH INFORMATION OR MEDICAL INFORMATION

- A. **No Access to PHI.** Unless UC so specifically indicates in any of the Incorporated Documents, it is not anticipated that Supplier will require access to "Protected Health Information," as defined by the privacy and security standards of HIPAA, the regulations promulgated thereunder by the U.S. Department of Health and Human Services, or "Medical Information" (collectively with Protected Health Information, "PHI"), as defined by the California Confidentiality of Medical Information Act, California Civil Code §§ 56-56.16 or California Health and Safety Code §1280.15 and California Civil Code §§ 1798.82 and 1798.29 in order to perform its obligations under the Agreement. However, in the event that Supplier has unintentionally received PHI, Supplier will notify UC immediately and Supplier shall use commercially reasonable efforts to return the PHI to UC, as applicable, and to maintain the confidentiality of the PHI. Additionally, in the event the nature of the Good and/or Services change such as to require Supplier to have access to

PHI, Supplier will notify UC, as applicable, and Supplier will execute and deliver the UC HIPAA Business Associate Agreement.

B. Access to PHI. If UC specifically indicates in any of its Incorporated Documents, it is anticipated that Supplier will have access to "Protected Health Information," as defined by the privacy and security standards of HIPAA, the regulations promulgated thereunder by the U.S. Department of Health and Human Services, or "Medical Information" (collectively with Protected Health Information, "PHI"), as defined by the California Confidentiality of Medical Information Act, California Civil Code §§ 56-56.16 or California Health and Safety Code §1280.15 and California Civil Code §§ 1798.82 and 1798.29 in order to perform its obligations under the Agreement. As part of the Agreement between UC, Supplier will execute and deliver the UC HIPAA Business Associate Agreement, attached hereto. Any and all of UC's medical records and charts created at UC's facilities as a result of performance under this Agreement shall be and shall remain the property of UC. Both during and after the term of this Agreement, Supplier shall be permitted to inspect and/or duplicate any individual charts or records which are: (2) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; (3) for educational or research purposes; and/or (4) necessary for Supplier to ensure compliance with all regulatory requirements. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

ARTICLE 32 - AUDITING

Supplier shall allow UC to audit Supplier for UC's requirements covered by this Agreement, as applicable, at least quarterly. If upon audit by UC, non-compliance in regards to UC policies, and/or this Agreement, are identified, UC may give notice to cure the deficiency, and if such deficiency is not cured to UC'S reasonable satisfaction, UC may terminate this Agreement.

ARTICLE 33 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 34 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written approval. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 35 – NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 36 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 37 – NOTICES

A Party to the Agreement must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 38 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 39 – WAIVER

Waiver or non-enforcement by either party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 40 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 41 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC campus is located or, where the procurement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

ARTICLE 42 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 43 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; ACCESS TO BOOKS AND RECORDS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.

APPENDIX B

APPENDIX B TO MASTER UC HEALTH AGREEMENT # _____
TEMPLATE STATEMENT OF WORK

This Statement of Work # __ (“Statement of Work”) is issued pursuant to Master UC Health Agreement # _____ dated _____, 20__ between UC and Supplier (“Statement of Work”). The Statement of Work shall be deemed to be between the specific Customer, [NAME] and Supplier. Any defined term used but not defined in this Statement of Work shall have the meaning ascribed to such term in any of the Incorporated Documents. The terms of the Master UC Health Agreement shall apply to this Statement of Work.

Customer is a:

__ UC Location as defined in the Agreement

__ UC Affiliate Location as defined in the Agreement

1. Title and Description of the Scope of Services

[Buyer: Provide an overview and background of services needed and to be rendered.]

2. Term of Statement of Work

This SOW will begin on _____, 20__ (“Effective Date”) and continue through _____, 20__. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Customer Obligations

[Buyer: Include as appropriate language such as: Customer will provide working space, equipment, furniture, utilities, and services, as follows:]

4. Place(s) of Performance

[Buyer: Use this section if appropriate to outline where work will be performed]

Customer’s Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name			
Phone			
Email			
Address			

5. Assumptions

- a) The following items are not included within the scope of Services to be performed under this SOW:
[Buyer: Delete if not needed]
- b) [Buyer: Add more as needed]
- c) Additional assumptions include the following: [Buyer: Delete if not needed, but list any UC dependencies that must be fulfilled in order for Supplier to perform the Services]
- d) [Buyer: Add more as needed]

6. Additional terms specific to Customer not Addressed in Agreement

[Delete if no additional terms. These terms cannot contradict the Master Agreement or Terms and Conditions.]

7. Payment remittance instructions specific to Customer:

[ADD]

8. Invoices shall be directed to the following individual or office at Customer:

[ADD]

9. All other notices pertaining to this Purchase Order shall be directed to the following individual or office at Customer:

[ADD]

This Statement of Work is signed below by the Parties' duly authorized representatives.

[CUSTOMER NAME]

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

[For UC Affiliate Locations only:]
UC Location approval:
[UC Location Name]

(Signature)

(Printed Name, Title)

(Date)

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APPENDIX C

For each Customer, beginning 120 days after the initial Go-Live Date, during the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards. These metrics shall be measured on a quarterly basis, with the first quarterly measurement period beginning 120 days after the Go Live Date for each Customer. No penalties shall be assessed during the initial 120 day benchmarking period.:

1. Average Time to Booked

Measures average # of days it takes to confirm a candidate for an open order.

Calculation: # of calendar days from date order posted to calendar date candidate is confirmed/booked to that order.

Metric: UC location to approve or reject profile within 2 business days. Aya to respond to all offers within 2 business days and candidates will start within 4 weeks of confirmation. 95% of approved candidates start within 4 weeks and one day of approval. This will not apply on requisitions for future starts that are more than four weeks from requisition date (e.g. pre-recruitment for forecasted/projected seasonal needs).

2. % of Candidates Offered within 2 Business Days of Submission

Measures ability of UC to interview and offer quickly.

Calculation: # of candidates approved or rejected by UC within 2 business days of submission by Aya divided by total # of submissions.

Metric: 95% of candidates approved or rejected within 2 business days of submission (Exceptions to include managers on vacation or leave).

3. Percentage Booked By Requested Start Date

For postings with start dates at least 30 days out, calculate % of candidates booked by requested start date.

Calculation: Total # of candidates that start by posted start date divided by total # of orders posted with 30 day lead time and a defined start date.

Metric: 30 days posting notice: 95%

15-30 days posting notice: 85%

If 15-30 day posting notice exceeds 20% of total postings by UC location, Supplier will not be penalized for falling below 85% fillrate.

4. Credentialing Compliance

Measures the # of clinicians that are fully credentialed and good to go prior to start date.

Calculation: # of candidates credentialed 3 business days prior to start divided by confirmed bookings with a designated start date.

Metric: 100% credentialed on give start if booked 30 days in advance, except as otherwise approved by facility. No credentials lapse during assignment.

5. Number of Delayed Starts

Measures # of candidates that are unable to start upon designated start date and why.

Calculation: # of candidates postponed and started after original start date divided by confirmed starts. Also track reason for postponement. If an acceptable replacement can be provided for an on-time start, but the UC Health facility elects to retain the original candidate, this will not be considered a delayed start.

Metric: Less than 5% of all candidates to have a late start.

6. Unwanted Turnover after Assignment Start

Measures # of confirmed/booked clinicians that are cancelled after they start working.

Calculation: # of assignment extensions accepted by candidate divided by total # offered.

Metric: Less than 15% of all travelers who start cancel. Supplier will request that all candidates who cancel after starting will give reason why they cancelled for UC feedback to develop a prevention plan.

7. Extensions

Measures # of extensions offered and accepted. If candidate declines, reports why

Calculation: # of assignment extensions accepted by candidate divided by total # of extensions offered by UC .

Metric: Notice of renewals will be issued at least 30 days in advance of assignment end date. All candidates if offered an extension and they decline will report a reason as to why not. Target 90% acceptance rate.

8. Invoice Disputes with Reason

Measures total # of disputes on invoices.

Calculation: Total # of disputes.

Metric: Less than 10% of all invoices have disputes without resolution.

9. Pricing Compliance

Measures # and type of bookings where Incentive, critical or non-standard rate is used

Calculation: Bookings with a crisis or non-standard rate divided by total # of bookings.

Metric: Crisis rates are used less than 10%. Natural disasters, union strikes and epidemics (outbreaks) excluded.

10. Quality Feedback on Aya Program Management Team

Quarterly evaluation sent to end users.

Calculation: # of evaluations completed divided by total # of evaluations sent out. Average rating also calculated and tracked quarterly.

Metric: UC Managers will have 80% compliance with evaluations around PMT.

11. Quality Feedback from Travelers

Quarterly evaluation sent to travelers.

Calculation: # of evaluations completed divided by total # of evaluations sent out. Average rating also calculated and tracked quarterly.

Metric: Aya will solicit at least 95% of travelers to complete an evaluation of the facility.

12. Evaluation of Candidates

Measures the # of evaluations that are sent and returned by UC and summary of results.

Calculation: # of evaluations completed divided by total number of evaluations sent out. Average rating also calculated and tracked quarterly.

Metric: UC managers will be 80% compliant in submitting evaluations on all travelers.

Penalties: SLA's will be evaluated on a quarterly basis. For SLA #'s 1,3,4,5 &8, if the supplier does not meet the targeted measurement, supplier agrees to pay per SLA, one half percent (.5%) of fees paid by the applicable Customer to Supplier for the applicable quarter penalty per SLA until corrected with a minimum of thirty (30) day time period. The penalties will be waived if the UC location does not meet their requirements outlined in SLA #'s 1 and 2. Should Supplier's SLA performance metrics fall below the requirement target for the quarter in review, Supplier shall meet with the Customer to discuss a proposed resolution. If Supplier meets the relevant SLA in the 45 day period following the end of the previous quarter, then Customer shall not assess any penalties on Supplier for the prior quarter. If Supplier does not meet the relevant SLA in the 45 day period following the end of the previous quarter, then Customer may assess penalties on Supplier for the prior quarter. If metric falls below target twice in a row then penalty will be immediately imposed without the 45 day cure period.

All SLA's and penalties are UC location specific.

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the

minimum standards and Supplier does not take corrective action within the 45 days following Customer written notification, UC and/or each Customer reserves the right to terminate the Agreement immediately. A Customer's termination of this Agreement shall terminate only those Purchase Order(s) of such Customer.

**APPENDIX D
Rates**

UC Irvine			
Positions 10/12 Hour Roles	Unblended rate with 1.35 OT	Blended Equivalent 12 Hr Shift	Blended Equivalent 10 Hr Shift
Non-Specialty	\$63.73	\$71.17	\$68.19
Specialty	\$68.96	\$77.00	\$73.79
Advanced Specialty	\$77.31	\$86.33	\$82.72

**Adv. Spec. 2: Cath RN, L&D, IR RN, CVICU, OR*

Positions 8 Hour Roles	Unblended rate with 1.35 OT
Non-Specialty	\$70.00
Specialty	\$75.00
Advanced Specialty	\$85.00
CNA	\$28.00
Medical Assistant	\$33.00

UC San Diego			
Positions 10/12 Hour Roles	Unblended rate with 1.35 OT	Blended Equivalent 12 Hr Shift	Blended Equivalent 10 Hr Shift
Non-Specialty	\$60.60	\$67.67	\$ 64.84
Specialty	\$65.82	\$73.50	\$ 70.43
Advanced Specialty	\$74.18	\$82.83	\$ 79.37

**Adv. Spec. 2: Cath RN, L&D, IR RN, CVICU, OR*

Positions 8 Hour Roles	Unblended Rate with 1.35 OT
Non-Specialty	\$66.50
Specialty	\$73.00
Advanced Specialty	\$82.00
CNA	\$28.00
Medical Assistant	\$33.00

UC Davis			
Positions 10/12 Hour Roles	Unblended Rate with 1.35 OT	Blended Equivalent 12 Hr Shift	Blended Equivalent 10 Hr Shift
Non-Specialty	67.03	74.85	\$ 71.72
Specialty	72.82	81.32	\$ 77.92
Advanced Specialty	77.08	86.07	\$ 82.48

**Adv. Spec. 2: Cath RN, L&D, IR RN, CVICU, OR*

Positions 8 Hour Roles	Unblended Rate with 1.35 OT
Non-Specialty	\$72.00
Specialty	\$77.00
Advanced Specialty	\$87.00
CNA	\$28.00
Medical Assistant	\$33.00

1. General Terms For Contractor Credentialing & Payrolling Services

Upon request from a Customer, Supplier may provide credentialing of independent contractors of the Customers (“Contractors”) and payrolling services for employees of Customer (“Payrolled Candidates”). The following terms and conditions govern the provision of these credentialing and payrolling services and control over the Agreement and any other terms and conditions or exhibits. Service level metrics shall not apply to the provision of these services. For avoidance of doubt, Contractors and Payroll Candidates shall not be considered Approved Agencies, and none of Aya’s or Approved Agencies obligations with respect to the provision of HCPs or NCWs set forth in the Agreement shall apply.

2. Contractor Credentialing Services

For Contractors, Supplier will provide on-boarding services listed below. When Client refers a Contractor to Supplier under this Exhibit, Customers will be charged a file fee of \$60.00 for each Contractor processed through the MSP program. This fee will cover the costs associated with uploading the documentation, compliance auditing, system reporting, and on-going management of expired credentialing. In the event that a Contractor unable to conduct or provide the following screening items, Aya will do so at the following listed additional charges

Screening Service	Charge
10 Panel Drug Screen	\$46.00
7 Year Background Check	\$48.25
Tuberculosis Skin Test (PPD/TB)	\$36.25
MMR Titer	\$117.00
Varicella Titer	\$80.00

The above rates may be modified upon written agreement of Customer and Supplier. Other services may be provided at rates agreed to by Supplier and Customer.

For Contractors, Customer will be responsible for the performance of work by the Contractor. Supplier shall have no responsibility for the performance of work by any Contractor. For purposes of any indemnity obligations of the Agreement, Contractors shall not be considered agents, employees, or Approved Agencies of Supplier. Supplier shall have no obligation to indemnify a Customer for any acts or omissions relating to Contractor.

3. Payrolling Service

For Payroll Candidates, Supplier or an Approved Agency shall be the employer of record for payroll and workers’ compensation purposes only, and will provide on boarding services including credentialing, validation, and screenings. Customer will be responsible for and retain control over the recruitment and application process, individual’s schedule, work performance, competency, setting the amount of the individual’s wages, and retain the ability to hire or fire or otherwise discipline the Payroll Candidates. For purposes of any indemnity obligations of the Agreement, Payroll Candidates shall be considered employees or agents of Customer and not of Supplier or an Approved Agency. Supplier and Approved Agencies shall have no obligation to indemnify a Customer for any acts or omissions relating to a Payroll Candidate performing services pursuant to this Exhibit.

Customer shall be billed for Payroll Candidates using the following rates:

Hourly Pay Rate	Payroll Mark-up %
\$100+	18.5%
\$75.00 - \$99.99	19.5%
\$50.00 - \$74.99	21.0%
Less than \$50.00	24.0%



UNIVERSITY
OF
CALIFORNIA

This Amendment to the Master UC Health Purchasing Agreement # MLTMP00104-Aya Healthcare, effective January 1, 2021 ("Agreement") is entered into between The Regents of the University of California ("UC") and Aya Healthcare, Inc. ("Supplier").

AMENDMENT TO AGREEMENT

The Agreement is hereby amended 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; security services; billing and coding services, sterile processing, hospital and nursing assistant services and medical imaging services. It is UC's responsibility to notify Supplier in writing at time of requisition and in the SOW or PO if a position for which it is providing Staff falls within the Covered Services.

This Amendment shall only apply to placements for the positions that UC notifies Supplier fall within the Covered Services ("Covered Placements") and for which Supplier is provided sufficient information regarding the Wage and Benefit Parity requirements and any calculation required. For Covered Placements:

- 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 in other Articles of the Agreement.
- 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.

Recognizing that Supplier provides a wide spectrum of contingent labor and the requisition of each contingent labor resource is an independent event, a Statement of Work (SOW) or Purchase Order (PO) must document each transaction. Wage and Benefit Parity Rate Appendix shall be completed and included as part of each SOW or PO for any Covered Placement. The requisitioning UC facility shall include Wage and Benefit Parity Rate Appendix with Job Title and Wage and Benefit Parity Rate identified in any requisition to Supplier.



Supplier agrees UC may conduct such compliance audits, examining, among other issues, that Supplier is in compliance with its Wage and Benefit Parity obligations, as UC reasonably requests, and determined at UC's sole discretion, which shall not be conducted more than one time annually. 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. In the event workers of Supplier who perform Covered Services do not have access to any such places where Supplier is in a position to post UC Contracting for Covered Services notices, in lieu of the foregoing, (i) Supplier may provide such notices to workers in another manner such as by providing a hard copy to workers or e-mailing the notice to workers; and (ii) Supplier acknowledges and agrees that UC has the right to post such notices in any prominent and accessible places (such as break rooms and lunch rooms) where it may easily be 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 examining Supplier's compliance with its Wage and Benefit Parity obligations 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 examining Supplier's compliance with its Wage and Benefit Parity obligations, 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 January 1, 2021.

	AYA HEALTHCARE	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
By:		DocuSigned by: 
Name:	John Martins	EF371027E0604EB... Eimee Miura
Title:	SVP, Operations Strategy	Chief Procurement officer
Date:	10/01/2020	10/2/2020



**UNIVERSITY
OF
CALIFORNIA**

**Wage and Benefit Parity
Appendix**

This Appendix #___ to Agreement #_____ (“Agreement”) is entered into between The Regents of the University of California (UC) and Supplier.

Job Title	Location	[year] Wage and Benefit Parity Rate

In connection with the Agreement between Supplier and The Regents of the University of California, Supplier agrees to the UC Contracting for Covered Services Article 39 in the Terms & Conditions. As per this Article, Supplier is required to pay the equivalent of UC wages and benefits to employees providing services to UC under this agreement. By signing this appendix, Supplier agrees to pay the wage and benefit parity rates listed above to Supplier’s employees, and employees of Sub-Suppliers at any tier, performing work at a UC location.

The Wage and Benefit Parity Rate has three components:

1. Hourly wage paid to the employee
2. Retirement benefit rate
3. Medical, Dental, Vision, Life & Disabilities rate

Supplier may meet the Wage and Benefit Parity Rate through a combination of the above components and there is no minimum or maximum amount that can be allocated to each component. Supplier may use any reasonable calculation to estimate an hourly equivalent rate if benefits are not provided or paid on an hourly basis. If supplier does not offer any of the above listed benefits to the employee, they must pay employee the difference in hourly rate or other compensation so that the total Wage and Benefit Parity rate meets the Wage and Benefit Parity Rate stated above.

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

_____.

[SUPPLIER'S NAME]

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

By: _____

Name: _____

Title: _____

Date: _____



UNIVERSITY
OF
CALIFORNIA

This Amendment #2 to Agreement # MLTMP00104-Aya Healthcare (“Agreement”) is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:


Per Section 2. Term of Agreement/Termination (a), UC Health is exercising its right to renew this agreement for one year. The new expiration date is April 30, 2022.

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 May 21, 2021.

AYA HEALTHCARE

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: 

Carrie Byington

Name: Alan Braynin

Carrie Byington

Title: President & CEO

Executive Vice President of UC Health

Date: 01/29/2021

4/26/2021