



UNIVERSITY
OF
CALIFORNIA

Amendment to Agreement Contracting for Covered Services and Wage and Benefit Parity

This Amendment #2 to Agreement # 2019.001934 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

RECITALS

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

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

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

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

AMENDMENT TO AGREEMENT

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

- 1. Section 13 – Amendments to the UC Terms & Conditions of Purchase has been revised to add the following Article 39, to read in full as follows:**

CONTRACTING FOR COVERED SERVICES

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

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

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may

be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

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

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

2. Statement of Work – Attachment A has been revised to add in its entirety Appendix #1 Wage and Benefit Parity.

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 June 1, 2020.

SOFTHQ, INC.

By: *Kranti Ponnam*
 Name: Kranti Ponnam
 Title: President
 Date: 05/28/2020

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Justin Sullivan
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Justin Sullivan
 Director, Strategic Sourcing
 6/5/2020



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**Wage and Benefit Parity
Appendix**

This Appendix #1 to Agreement # 2019.001934 (“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.

I declare that the foregoing statement is true and correct, and I am aware that if I present any material matter as true which I know to be false, the agreement may be subjected to termination.

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

This Appendix is signed below by the parties’ duly authorized representatives.

SOFTHQ, INC.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: Kranti Ponnam _____

Name: Kranti Ponnam _____

Title: President _____

Date: 05/28/2020 _____