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8 **[EXEMPT FROM FILING FEE**
9 **GOV. CODE §6103]**

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF ALAMEDA

12
13 THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

14 Plaintiff,

15 v.

16 KELLY SERVICES, INC., a Delaware
17 corporation, SIMPLY THE BEST
TECHNOLOGY SOLUTIONS, INC.,
18 DATALORE TECHNOLOGIES, INC., a
California corporation, HARINATH
19 VANGETI, an individual, and DOES 1-30,
inclusive,

20 Defendants.
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ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

02/24/2023 at 01:43:55 PM

By: Angela Linhares,
Deputy Clerk

Case No. **23CV028348**

**COMPLAINT FOR EXPRESS
CONTRACTUAL INDEMNITY,
IMPLIED CONTRACTUAL
INDEMNITY, EQUITABLE
INDEMNITY, BREACH OF
CONTRACT, NEGLIGENCE, AND
DECLARATORY RELIEF**

1 Comes now Plaintiff The Regents of the University of California and alleges:

2 **THE PARTIES**

3 **1.** Plaintiff The Regents of the University of California (“The Regents” or “UC”) is
4 now and at all times mentioned herein was a California Constitutional Corporation, with its
5 principal offices in the County of Alameda in the State of California.

6 **2.** Plaintiff is informed and believes and on that basis alleges that defendant Kelly
7 Services, Inc. is now, and at all relevant times herein, was, a Delaware corporation doing business
8 in the State of California.

9 **3.** Plaintiff is informed and believes and on that basis alleges that defendant Simply
10 The Best Technology Solutions, Inc. is now, and at all relevant times herein, was, a
11 Massachusetts corporation doing business in the State of California.

12 **4.** Plaintiff is informed and believes and on that basis alleges that defendant Datalore
13 Technologies, Inc. is now, and at all relevant times herein, was, a California corporation, with its
14 principal place of business in the City of Tracy, County of San Joaquin, State of California.

15 **5.** Plaintiff is informed and believes and on that basis alleges that defendant Harinath
16 Vangeti is now, and at all relevant times herein, was, a natural person residing in the City of
17 Riverside, County of Riverside, State of California.

18 **6.** Plaintiff is ignorant of the true names and capacities of Defendants herein named
19 as Does 1 through 30, inclusive, and therefore sues these Defendants by such fictitious names.
20 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.
21 Plaintiff is informed and believes, and thereon alleges, that each of these fictitiously named
22 Defendants is responsible in some manner for the acts and omissions as alleged in this Complaint.

23 **7.** Plaintiff is informed and believes, and on that basis alleges, that except where
24 otherwise expressly alleged herein, Defendants Does 1 through 30, inclusive, and each of them is,
25 and at all times mentioned herein was, an agent, partner, joint venturer, and/or employee of the
26 other defendants and is, and at all times mentioned herein was, performing the acts and omissions
27 herein alleged, within the course and scope of such agency, partnership, joint venture, and/or
28 employment. Plaintiff is further informed and believe that the acts and omissions of Defendants

Does 1 through 30, inclusive, and each of them, were known to, and authorized and ratified by, the other defendants, and that each of the defendants is legally responsible for the conduct and damages herein alleged.

8. Venue is proper in Alameda County because the contract at issue herein was entered into in Alameda County and contains a provision identifying Alameda County as the exclusive venue for any dispute concerning the contract.

GENERAL ALLEGATIONS

9. On August 3, 2016, Plaintiff entered into a Professional Services Agreement (UCOP-197) with Kelly Services, Inc. ("Supplier" or "Kelly") pursuant to which Kelly would provide programming, networking, consulting, business analyst and engineering related services to Plaintiff (the "Contract"). Under the Contract, Plaintiff would pay Kelly for providing a variety of IT temporary labor services, including, but not limited to, software developers, mainframe developers and operators, web developers, and database administrators. A true and correct copy of the Contract is attached hereto as **Exhibit A** and is incorporated herein by this reference.

10. The Contract had an initial term of three years: July 1, 2016 through June 30, 2019. The Contract term would automatically renew for one-year periods unless a party terminated it.

11. Article 8 of the Contract's Terms and Conditions of Purchase contained the following indemnity provision:

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, expense, 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

1 participate in the defense against any such claim or action, and the
2 right to consent to any settlement, which consent will not
unreasonably be withheld.

3 **12.** Article 9 of the Contract's Terms and Conditions also required Kelly to obtain
4 insurance and name Plaintiff as an additional insured.

5 **13.** The Contract includes a Data Security And Privacy Appendix ("Data Security
6 Appendix"), which restricts access to Plaintiff's confidential information and Plaintiff's networks,
7 and contains detailed security measures to be followed by Kelly to protect Plaintiff's data and
8 networks. "Protected Information" is defined in the Data Security Appendix as "confidential UC
9 information that identifies or is capable of identifying a specific individual, including, but not
10 limited to, personally-identifiable information, student records, protected health information, or
11 individual financial information" that "is subject to state or federal laws restricting the use and
12 disclosure of such information," and the Data Security Appendix lists multiple state and federal
13 laws including the California Information Practice Act (Civil Code §1798 et seq.), the California
14 Confidentiality of Medical Information Act (Civil Code § 56 et seq.), the federal Gramm-Leach-
15 Bliley Act (15 U.S.C. §§6801(b) and 6805(b)(2)), the federal Family Educational Rights and
16 Privacy Act (20 U.S.C. § 1232(g)), and the federal Health Insurance Portability and
17 Accountability Act ("HIPAA").

18 **14.** In the Data Security Appendix, Kelly, as Supplier, expressly acknowledged that its
19 performance of services under the Contract may involve access to Plaintiff's Protected
20 Information. Kelly agreed "to be bound by the obligations set forth in this Appendix," and it
21 further agreed "to impose, by written contract, the terms and conditions contained in this
22 Appendix on any third party retained by Supplier to provide services for or on behalf of the UC."
23 Kelly also agreed "to comply with all applicable state, federal and international laws, as well as
24 best practices, governing the collection, access, use, disclosure, safeguarding and destruction of
25 Protected Information." The Data Security Appendix further provides that "in any circumstances
26 when Supplier has access to UC networks, it is the sole responsibility of Supplier to ensure that
27 its access to the networks does not result in any access by unauthorized individuals to UC
28 networks or Protected Information." Within thirty days of the termination or expiration of the

1 Contract, Kelly is required to return the Protected Information to Plaintiff unless Plaintiff requests
2 in writing that all such data be destroyed. "This provision will also apply to all Protected
3 Information that is in the possession of subcontractors or agents of Supplier."

4 **15.** Among other things, the Data Security Appendix requires that "[a]ll Protected
5 Information stored on portable devices or media must be encrypted." It also requires that Kelly
6 establish and comply with an Information Security Plan. Article 10 of the Data Security
7 Appendix defines a "breach" as follows: "'Breach' means any information security event that
8 violates UC Information Security policies and procedures, Supplier's Information Security Plan,
9 policies and procedures, and/or impacts or has the potential to impact the confidentiality,
10 integrity, or availability of UC's or Supplier's information systems or Protected Information."

11 **16.** The Data Security Appendix also contains the following indemnity provision:

12 **ARTICLE 14—INDEMNITY**

13
14 The Agreement includes an Indemnity provision, but for the
15 avoidance of doubt regarding a Breach involving Protected
16 Information, Supplier's indemnification obligations under the
17 Agreement will include any and all costs associated with
18 notification to individual or remedial measure offered to individual,
19 whether or not required by law, including, but not limited to costs
20 of notification of individuals, establishment and operation of call
21 center(s), credit monitoring and/or identity restoration services,
22 time of UC personnel responding to Breach, civil or criminal
23 penalties levied against UC, attorney's fees, and court costs, which
24 arise as result of Supplier's breach of this Appendix, negligent acts
25 or omissions or willful misconduct.

26 **17.** In addition, Article 15 of the Data Security Appendix requires Kelly to obtain a
27 cyber-insurance policy "to insure its reasonable costs in investigating and responding to a cyber-
28 incident or Breach."

29 **18.** Plaintiff is informed and believes and on that basis alleges that Kelly entered into
30 Secondary Supplier Agreement with Defendant Simply The Best Technology Solutions, Inc.
31 ("STB") to provide services to Plaintiff under Kelly's Contract with Plaintiff. The Secondary
32 Supplier Agreement is referred to herein as the "STB Agreement." Plaintiff is further informed
33 and believes and on that basis alleges that in the STB Agreement, STB agreed to indemnify both
34 Kelly and Plaintiff for the negligent acts or omissions or willful misconduct of STB's employees,

1 agents or sub-suppliers relating to or arising from the STB Agreement, including performance of
2 services for Plaintiff under Kelly's Contract with Plaintiff. Plaintiff is further informed and
3 believes and on that basis alleges that Kelly obligated STB to perform the same security
4 safeguards as Kelly was obligated to perform under the Data Security Appendix as to Protected
5 Information and required STB to obligate any STB sub-contractor to perform those same security
6 safeguards.

7 **19.** Plaintiff is informed and believes and on that basis alleges that Kelly and/or STB
8 entered into an agreement with Defendant Datalore Technologies, Inc. ("Datalore"), referred to as
9 Kelly's "preferred partner," to provide services to Plaintiff under Kelly's Contract with Plaintiff.
10 Plaintiff is further informed and believes and on that basis alleges that Kelly and/or STB
11 obligated Datalore to perform the same security safeguards as Kelly was obligated to perform
12 under the Data Security Appendix as to Protected Information. Plaintiff is further informed and
13 believes and on that basis alleges that Datalore's employee, Defendant Harinath Vangeti
14 ("Vangeti"), was assigned to serve as Benefits Functional Analyst/Software Engineer for the
15 UCPATH PeopleSoft Benefits Administration Functional Team for Plaintiff during Plaintiff's
16 implementation of PeopleSoft HCM 9.2. Plaintiff is informed and believes and on that basis
17 alleges that Vangeti began working as a Benefits Functional Analyst, with access to Plaintiff's
18 networks and Protected Information, in or about July 2016 and continued providing such services
19 until approximately June 30, 2020. Vangeti's job duties included application design,
20 development, implementation, testing, trouble shooting, and providing support for PeopleSoft
21 HCM module base benefits, benefits administration, core human resources and payroll processes,
22 such as setting up control tables in the benefits module like benefit plan table, benefit program,
23 benefit rates, eligibility rules, calculation rules and benefit administration processes. Plaintiff is
24 further informed and believes and on that basis alleges that while working as a Benefits
25 Functional Analyst, Vangeti had access to Plaintiff's network systems and to Plaintiff's
26 employees' Protected Information.

27 **20.** On or about September 30, 2016, Vangeti signed the University of California
28 Electronic Information Resource User Agreement for the University of California Office of the

1 President (UCOP) ('Vangeti Agreement'). A true and correct copy of that Vangeti Agreement is
2 attached hereto as **Exhibit B** and is incorporated herein by this reference. As set forth in the
3 Vangeti Agreement, Plaintiff requires all individuals who use Plaintiffs electronic information
4 resources to sign such an agreement, and to abide by Plaintiff's policies that govern use of those
5 resources and "to protect and maintain the privacy and confidentiality of University information"
6 as a condition of access to those resources.

7 **21.** Among other things, the Vangeti Agreement states that Plaintiff's "electronic
8 information resources, including corporate systems, to which users are provided access may
9 contain information or data records pertaining to member of the University of California that are
10 defined as personal or confidential under University policy and the State of California
11 Information Practices Act of 1977 (IPA)" and that the "IPA applies to virtually all University
12 records containing personal or confidential information." The IPA, at California Civil Code
13 section 1798.24, only permits disclosure of agency personal information in limited circumstances
14 for agency purposes, and section 1798.29 requires the agency to establish appropriate and
15 reasonable administrative, technical, and physical safeguards to ensure compliance with the
16 provisions of this chapter, to ensure the security and confidentiality of records. . . ." The Vangeti
17 Agreement further provides that "[i]ndividuals provided access to confidential or other sensitive
18 information must take measures to safeguard it from unauthorized access, release, or disclosure."
19 The Vangeti Agreement lists several University policies that apply to Plaintiff's electronic data.
20 One of the policies entitled Key Points on Use of E-mail at UCOP stated: "Access to UCOP
21 electronic information resources terminates after a user's relationship with UCOP ends." Another
22 policy entitled RMP-7 required, among other things, that any employee including any contractor
23 handling "Administrative Records" containing Personally Identifiable Information must comply
24 with the IPA; must take all necessary precautions to ensure that proper administrative, technical,
25 and physical safeguards are established and followed in order to protect the records from
26 unauthorized access, use and disclosure; and must dispose of any such records in accordance with
27 the law. Immediately above Vangeti's signature, the Vangeti Agreement states: "I agree to
28 comply with University policies and state and federal laws and regulations, as described above,

1 regarding the use of University electronic information resources and the protection of sensitive
2 data.”

3 **22.** On March 15, 2021, Plaintiff was contacted by Wells Fargo Bank (“Wells Fargo”),
4 which advised that through Wells Fargo’s data loss prevention program, it had discovered
5 personal information of Plaintiff’s employees on an external hard drive that was connected to a
6 Wells Fargo laptop computer. Plaintiff immediately began an investigation, which included
7 contacting the Federal Bureau of Investigation to request assistance. Prior to the contact by Wells
8 Fargo on March 15, 2021, Plaintiff had no knowledge or notice that there had been a data breach
9 relating to its employees’ personal information which was discovered by Wells Fargo.

10 **23.** Over the next couple of months, the investigation by Plaintiff and the FBI revealed
11 that the external hard drive that contained personal information of Plaintiff’s employees belonged
12 to Defendant Vangeti, and that on February 26, 2021, Vangeti had connected the hard drive to a
13 docking station used by his wife, who was a contractor working for Wells Fargo at the time (the
14 “Data Breach”). During the investigation, Vangeti did not deny that he had disclosed Protected
15 Information in violation of Plaintiff’s policies, but he asserted that he had inadvertently connected
16 his hard drive to the wrong port on his wife’s docking station.

17 **24.** Among other things, the investigation revealed that Vangeti had downloaded
18 Protected Information from Plaintiff’s network onto an external hard drive and had taken the hard
19 drive home in violation of Plaintiff’s written policies. In addition, the Protected Information on
20 the hard drive was not encrypted, which also violated Plaintiff’s policies. Furthermore, although
21 Vangeti had ceased providing services to Plaintiff under the Kelly Contract in June 2020, he had
22 failed to return Plaintiff’s electronic data, including its employees’ Protected Information to
23 Plaintiff, nor had he destroyed it, as required by Plaintiff’s written policies. Then, several months
24 later, Vangeti improperly disclosed that Protected Information to Wells Fargo when he connected
25 his hard drive to a Wells Fargo computer.

26 **25.** The investigation revealed that the Protected Information of approximately
27 179,629 UC employees or employees’ dependents from a number of different UC campuses were
28 exposed as a result of the Data Breach. Although the particular personal information disclosed

1 varied by individual, generally information disclosed included names, addresses, birthdates and
2 Social Security numbers.

3 **26.** In addition to the employee time and resources Plaintiff was required to expend in
4 investigating the Data Breach, Plaintiff also had to hire legal counsel to assist in managing the
5 consequences of, and mitigating the harm of, the Data Breach. In order to comply with any
6 notice obligations following the Data Breach, Plaintiff paid \$162,564 to Experian in 2021 to
7 prepare a notice to the affected employees. Furthermore, Plaintiff may be subjected to third party
8 lawsuits, including lawsuits filed by the employees and employee dependents whose personal
9 information was improperly disclosed, as well as to state and federal government fines and
10 penalties.

11 **27.** On July 23, 2021, Plaintiff served Kelly with a written Notice of Indemnity Claim
12 (“Indemnity Claim”) outlining the facts of the Data Breach and requesting that Kelly comply with
13 the indemnification provisions of the Contract and indemnify Plaintiff for all losses and costs
14 associated with the Data Breach. A true and correct copy of the Indemnity Claim is attached
15 hereto as **Exhibit C** and is incorporated herein by this reference.

16 **28.** When Kelly failed to respond to Plaintiff’s Indemnity Claim, on November 1,
17 2021, Plaintiff contacted Kelly’s insurance broker, provided a copy of the July 23 Indemnity
18 Claim, and asked that the broker assist in tendering Plaintiff’s claim to Kelly’s insurer. The
19 broker never responded.

20 **29.** Kelly’s Chief Litigation Counsel finally responded to Plaintiff’s Indemnity Claim
21 in November 2021, he stated that in Kelly’s Secondary Supplier Agreement with STB, STB had
22 agreed to indemnify both Kelly and Plaintiff, and that Kelly had “tendered this matter to STB and
23 is awaiting a response.”

24 **30.** When Plaintiff received no further response from Kelly, Plaintiff contacted Kelly a
25 number of times asking that Kelly indemnify Plaintiff. However, since service of Plaintiff’s
26 Indemnity Claim, Kelly has at all times failed to comply with its obligations under the Contract to
27 indemnify Plaintiff for the Data Breach.

28

1 **FIRST CAUSE OF ACTION**

2 **(Express Contractual Indemnity against Defendants Kelly Services, Inc.,**
3 **Simply The Best Technology Solutions, Inc.; and Does 1-20, inclusive)**

4 **31.** Plaintiff refers to Paragraphs 1 through 30, inclusive of this Complaint, and by this
5 reference incorporates said Paragraphs herein as if set forth in full.

6 **32.** Under the express terms of the Contract Kelly entered into with Plaintiff, Kelly
7 and Does 1 through 10, inclusive, agreed to defend, indemnify and hold Plaintiff harmless “from
8 and against all losses, expenses (including, without limitation, reasonable attorneys' fees and
9 costs), damages, and liabilities of any kind resulting from or arising out of the Agreement,
10 including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or
11 anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's
12 direction and control,” that are due to their acts or omissions. Kelly and Does 1 through 10,
13 inclusive, further agreed that with respect to any breach involving Protected Information, Kelly’s
14 “indemnification obligations under the Agreement will include any and all costs associated with
15 notification to individuals or remedial measures offered to individuals, whether or not required by
16 law, including, but not limited to costs of notification of individuals, establishment and operation
17 of call center(s), credit monitoring and/or identity restoration services, time of UC personnel
18 responding to Breach, civil or criminal penalties levied against UC, attorney's fees, and court
19 costs, which arise as result of Supplier's breach of this Appendix, negligent acts or omissions or
20 willful misconduct.”

21 **33.** Plaintiff previously gave Kelly notice of the Data Breach and Plaintiff’s Indemnity
22 Claim and requested that Kelly indemnify Plaintiff for its losses. Kelly and Does 1 through 10,
23 inclusive, have failed and/or refused and continue to fail and/or refuse to respond to Plaintiff’s
24 tender and to indemnify Plaintiff.

25 **34.** Plaintiff is informed and believes and on that basis alleges that in the STB
26 Agreement, STB and Does 11 through 20, inclusive, agreed to indemnify both Kelly and Plaintiff
27 for the negligent acts or omissions or willful misconduct of STB’s employees, agents or sub-
28 suppliers relating to or arising from the STB Agreement, including performance of services for

Plaintiff under Kelly's Contract with Plaintiff.

35. Plaintiff previously gave Kelly notice of the Data Breach and Plaintiff's Indemnity Claim and Kelly has stated that it tendered the claim to STB and requested indemnification. STB and Does 11 through 20, inclusive, have failed and/or refused and continue to fail and/or refuse to respond to Plaintiff's tender and to indemnify Plaintiff.

36. Plaintiff is entitled to be indemnified, defended and held harmless by Kelly, STB, and Does 1 through 20, inclusive, for all losses resulting from or arising in connection with the Data Breach under the terms of the Contract, including, but not limited to the costs and expenses of investigating the Data Breach, managing the consequences of, and mitigating the harm of, the Data Breach, the costs of providing notice and mitigation assistance to the affected employees and/or their dependents, payment of any government fines or penalties assessed against Plaintiff, and defending against any third party claims brought against Plaintiff, as well as Plaintiff's attorneys' fees and costs.

WHEREFORE, Plaintiff prays judgment as hereinafter set forth.

SECOND CAUSE OF ACTION

**(Implied Contractual Indemnity against Defendants Kelly Services, Inc.,
Simply The Best Technology Solutions, Inc.; and Does 1-20, inclusive)**

37. Plaintiff refers to Paragraphs 1 through 36, inclusive of this Complaint, and by this reference incorporates said Paragraphs herein as if set forth in full.

38. By entering into the agreements to provide services to Plaintiff, including the Kelly Contract and the STB Agreement, each of these defendants implicitly agreed to indemnify and hold Plaintiff harmless from any loss or damages resulting from the Data Breach.

39. Each of these defendants breached its obligations under their respective agreements and negligently and otherwise tortiously performed its work under the agreements.

40. As a result of the insufficient, defective, or sub-standard performance by each of these defendants under the agreements, Plaintiff has incurred losses as alleged herein.

41. Plaintiff previously gave Kelly notice of the Data Breach and Plaintiff's Indemnity Claim and requested that Kelly indemnify Plaintiff for its losses. Kelly told Plaintiff that it

1 tendered the claim to STB and requested indemnification of both Kelly and Plaintiff. Each of
2 these defendants has failed and/or refused and continues to fail and/or refuse to respond to
3 Plaintiff's tender and to indemnify Plaintiff.

4 **42.** Plaintiff is entitled to be indemnified, defended and held harmless by Kelly, STB,
5 and Does 1 through 20, inclusive, for all losses resulting from or arising in connection with the
6 Data Breach under the terms of the Contract, including, but not limited to the costs and expenses
7 of investigating the Data Breach, managing the consequences of, and mitigating the harm of, the
8 Data Breach, the costs of providing notice and mitigation assistance to the affected employees
9 and/or their dependents, payment of any government fines or penalties assessed against Plaintiff,
10 and defending against any third party claims brought against Plaintiff, as well as Plaintiff's
11 attorneys' fees and costs.

12 WHEREFORE, Plaintiff prays judgment as hereinafter set forth.

13 **THIRD CAUSE OF ACTION**

14 **(Equitable Indemnity against Defendants Kelly Services, Inc., Simply The Best Technology**
15 **Solutions, Inc.; Datalore Technologies, Inc., and Does 1-30, inclusive)**

16 **43.** Plaintiff refers to Paragraphs 1 through 42, inclusive of this Complaint, and by this
17 reference incorporates said Paragraphs herein as if set forth in full.

18 **44.** The costs Plaintiff incurred in connection with the Data Breach were not the
19 consequence of Plaintiff's own conduct but instead were incurred to satisfy obligations imposed
20 upon it by law, and resulting from conduct that was passive and secondary to the active and
21 primary conduct of defendants, and each of them. Defendants, and each of them, are therefore
22 obligated to indemnify and hold harmless Plaintiff from any and all claims, losses, judgment,
23 settlements, attorneys' fees and costs, government fines and penalties, and any other expenses or
24 damages incurred by Plaintiff as a result of the Data Breach.

25 WHEREFORE, Plaintiff prays judgment as hereinafter set forth.
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1 **FOURTH CAUSE OF ACTION**

2 **(Breach of Contract against Defendants Kelly Services, Inc.**

3 **and Does 1-10, inclusive)**

4 **45.** Plaintiff refers to Paragraphs 1 through 44, inclusive of this Complaint, and by this
5 reference incorporates said Paragraphs herein as if set forth in full.

6 **46.** As alleged herein, Kelly and Does 1 through 10, inclusive, agreed in the Contract
7 to comply with Plaintiff's policies and with applicable state and federal law in protecting
8 Plaintiff's Protected Information.

9 **47.** Plaintiff complied with all terms, covenants, and conditions of the Contract
10 required to be performed on its part, except those terms, covenants and conditions that it was
11 prevented or excused from performing as a direct and proximate result of defendants' conduct as
12 alleged herein.

13 **48.** Kelly and Does 1 through 10, inclusive, have breached and defaulted under the
14 Contract by their conduct as set forth hereinabove, including, but not limited to, failing to comply
15 with, and failing to ensure that all sub-suppliers comply with, Plaintiff's data security policies and
16 applicable law; failing "to comply with all applicable state, federal and international laws, as well
17 as best practices, governing the collection, access, use, disclosure, safeguarding and destruction of
18 Protected Information;" failing to "ensure that its access to the networks does not result in any
19 access by unauthorized individuals to UC networks or Protected Information;" failing to prevent
20 Vangeti from downloading Protected Information onto his external hard drive and taking that
21 Protected Information home; failing to require that any Protected Information stored on a portable
22 device or media be encrypted; failing to require that, within thirty days of the termination or
23 expiration of Vangeti's employment as a sub-contractor providing services under the Contract in
24 June 2020, Vangeti return the Protected Information to Plaintiff or destroy it; and failing to
25 comply with the indemnification provisions of the Contract and Data Security Appendix.

26 **49.** As a direct and proximate result of defendants' breach of the Contract, Plaintiff
27 has been damaged in an amount presently unascertainable, but in all events in an amount not less
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1 than \$162,564.00. Plaintiff will pray leave to amend this Complaint to set forth the precise
2 amount when it is ascertained.

3 **50.** As a further proximate and direct result of defendants' conduct as described above,
4 Plaintiff has been compelled to retain attorneys to bring this action. Pursuant to the Contract and
5 the provisions of Civil Code section 1717, Plaintiff is also entitled to its costs of litigation,
6 including attorneys' fees incurred in prosecuting this action.

7 WHEREFORE, Plaintiff prays judgment as hereinafter set forth.

8 **FIFTH CAUSE OF ACTION**

9 **(Breach of Contract against Defendant Harinath Vangeti)**

10 **51.** Plaintiff refers to Paragraphs 1 through 50, inclusive of this Complaint, and by this
11 reference incorporates said Paragraphs herein as if set forth in full.

12 **52.** As alleged herein, in the Vangeti Agreement, Vangeti agreed to "comply with
13 University policies and state and federal laws and regulations, as described above, regarding the
14 use of University electronic information resources and the protection of sensitive data."

15 **53.** Plaintiff complied with all terms, covenants, and conditions of the Vangeti
16 Agreement required to be performed on its part, except those terms, covenants and conditions that
17 it was prevented or excused from performing as a direct and proximate result of defendants'
18 conduct as alleged herein.

19 **54.** Vangeti has breached and defaulted under the Vangeti Agreement by his conduct
20 as set forth hereinabove, including, but not limited to, failing to comply with Plaintiff's data
21 security policies and applicable law; failing to prevent improper disclosure of Protected
22 Information to unauthorized individuals; downloading Protected Information from Plaintiff's
23 network onto a personal external hard drive and taking the hard drive and Protected Information
24 home; failing to encrypt any Protected Information stored on a portable device or media; and
25 failing to return the Protected Information to Plaintiff or destroy it within thirty days of the
26 termination or expiration of Vangeti's employment as a sub-contractor providing services under
27 the Contract in June 2020.
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55. As a direct and proximate result of defendants' breach of the Contract, Plaintiff has been damaged in an amount presently unascertainable, but in all events in an amount not less than \$162,564.00. Plaintiff will pray leave to amend this Complaint to set forth the precise amount when it is ascertained.

WHEREFORE, Plaintiff prays judgment as hereinafter set forth.

SIXTH CAUSE OF ACTION

(Breach of Contract—Third Party Beneficiary against Defendants)

Simply The Best Technology Solutions, Inc.; and Does 11-20, inclusive)

56. Plaintiff refers to Paragraphs 1 through 55, inclusive of this Complaint, and by this reference incorporates said Paragraphs herein as if set forth in full.

57. Plaintiff is informed and believes and on that basis alleges that Kelly entered into the STB Agreement with Defendant STB and Does 11 through 20, inclusive, to provide services to Plaintiff under Kelly's Contract with Plaintiff. Plaintiff is further informed and believes and on that basis alleges that the STB Agreement was made for the benefit of Plaintiff in that STB and Does 11 through 20, inclusive, agreed to indemnify both Kelly and Plaintiff for the negligent acts or omissions or willful misconduct of STB's employees, agents or sub-suppliers relating to or arising from the STB Agreement, including performance of services for Plaintiff under Kelly's Contract with Plaintiff.

58. STB and Does 11 through 20, inclusive, have failed and refused and continue to fail and refuse to provide indemnification to Plaintiff for the Data Breach that resulted from the negligent acts or omissions or willful misconduct of STB's agents or sub-suppliers.

59. As a consequence of the breach by STB and Does 11 through 20, inclusive, Plaintiff has been damaged in that it has suffered expenses, costs and losses resulting from or arising in connection with the Data Breach under the terms of the Contract, including, but not limited to, the costs and expenses of investigating the Data Breach, managing the consequences of, and mitigating the harm of, the Data Breach, the costs of providing notice and mitigation assistance to the affected employees and/or their dependents, payment of any government fines or

1 penalties assessed against Plaintiff, and defending against any third party claims brought against
2 Plaintiff, as well as Plaintiff's attorneys' fees and costs.

3 WHEREFORE, Plaintiff prays judgment as hereinafter set forth.

4 **SEVENTH CAUSE OF ACTION**

5 **(Negligence against All Defendants)**

6 **60.** Plaintiff refers to Paragraphs 1 through 59, inclusive of this Complaint, and by this
7 reference incorporates said Paragraphs herein as if set forth in full.

8 **61.** Each of these defendants had a duty to Plaintiff to perform with reasonable care
9 said acts and duties as alleged herein.

10 **62.** Defendants, and each of them, breached their duty by, among other things, failing
11 to perform their work according to the requirements of the agreements, Plaintiff's data security
12 policies, applicable state and federal laws, and/or applicable industry standards and practices.

13 **63.** As a direct and proximate result of the negligent conduct on the part of each of
14 these defendants, Plaintiff has sustained harm, including, without limitation, the costs and
15 expenses of investigating the Data Breach, managing the consequences of, and mitigating the
16 harm of, the Data Breach, the costs of providing notice and mitigation assistance to the affected
17 employees and/or their dependents, payment of any government fines or penalties assessed
18 against Plaintiff, and defending against any third party claims brought against Plaintiff, as well as
19 Plaintiff's attorneys' fees and costs, all resulting in damages to Plaintiff in an amount to be
20 proven at trial.

21 WHEREFORE, Plaintiff prays judgment as hereinafter set forth.

22 **EIGHTH CAUSE OF ACTION**

23 **(Declaratory Relief against Defendants Kelly Services, Inc.,**

24 **Simply The Best Technology Solutions, Inc.; and Does 1-20, inclusive)**

25 **64.** Plaintiff refers to Paragraphs 1 through 63, inclusive of this Complaint, and by this
26 reference incorporates said Paragraphs herein as if set forth in full.

27 **65.** An actual controversy has arisen and now exists between Plaintiff and Defendants
28 concerning their respective rights and duties with respect to the Data Breach, the Contract, and

1 the STB Agreement. Plaintiff contends and Defendants deny that Defendants must indemnify,
2 defend and hold Plaintiff harmless for all losses resulting from or arising in connection with the
3 Data Breach, including, but not limited to the costs and expenses of investigating the Data
4 Breach, managing the consequences of, and mitigating the harm of, the Data Breach, the costs of
5 providing notice and mitigation assistance to the affected employees and/or their dependents,
6 payment of any government fines or penalties assessed against Plaintiff, and defending against
7 any third party claims brought against Plaintiff, as well as Plaintiff's attorneys' fees and costs.

8 **66.** Plaintiff desires a judicial determination of the respective rights and duties of the
9 parties with respect to the Data Breach, the Contract, and the STB Agreement and any damages
10 incurred by Plaintiff as a result of Defendants' conduct.

11 **67.** A judicial determination is necessary and appropriate at this time under the
12 circumstances, in order that Plaintiff and Defendants may ascertain their respective rights and
13 obligations as set forth above.

14 WHEREFORE, Plaintiff prays judgment as follows:

- 15 1. That a Judgment be entered in Plaintiff's favor;
- 16 2. For an award of general and special damages in an amount to be proven at trial;
- 17 3. For indemnity and to be held harmless from the obligations incurred by Plaintiff as
18 consequence of the Data Breach;
- 19 4. For its costs of suit herein, including its reasonable attorneys' fees;
- 20 5. For Prejudgment interest; and
- 21 6. For such other and further relief as the Court may deem just and proper.

22 Dated: February 24, 2023

FENNEMORE WENDEL

23
24 By: 

William B. Rowell
Thiele R. Dunaway
Marc Brainich
Attorneys for Plaintiff
The Regents of the University of
California

EXHIBIT A



This Agreement to furnish certain professional services described herein and the documents referenced herein is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and Kelly Services, Inc. (Supplier).

1. Statement of Work

Kelly Services, Inc. agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Services from Supplier.

2. Term of Agreement/Termination of Statement of Services

- a) The initial term of the Agreement will be from **July 1, 2016** and through **June 30, 2019** (Initial Term) and is subject to earlier termination as provided below. It will automatically renew for successive one-year periods (Renewal Term) unless either party provides the other party with at least 120 calendar days' written notice of nonrenewal before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Services until UC approves a Purchase Order for the Services. No payments will be made in advance of work performed, except as specified in the Agreement.

4. Invoices and Pricing

All invoices must be itemized according to the Statement of Work and include the Agreement and/or Purchase Order Number, payment remittance instructions, and a description of the Services performed. UC payment terms are Net 30 unless otherwise stated in the Agreement.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California].

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

Name	Jon Good		
Phone	510-987-0518		
Email	Jon.Good@ucop.edu		
Address	1111 Franklin Street		
	Oakland, CA 94607		

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

Name	Roslyn Martorano		
Phone	510-987-0564		
Email	Roslyn.Martorano@ucop.edu		
Address	1111 Franklin Street		
	Oakland, CA 94607		

To UC, regarding contract issues not addressed above:

Name	Amanda Marks		
Phone	310-794-2855		
Email	amarks@finance.ucla.edu		
Address	10920 Wilshire Blvd., Suite 650		
	Los Angeles, CA 90024		

To Supplier:

Name	Tami Troxell, Vice President		
Phone	925-935-9647		
Email	troxeta@kellyservices.com		
Address	2175 N. California Blvd. Suite 205, Walnut Creek, CA 94596		

6. Intellectual Property, Copyright and Patents

☒ The Services involve Work Made for Hire

☐ The Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

☒ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

☐ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

☒ Supplier is not required to pay prevailing wages when providing the Service

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 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 Public Contract Code Section 10515).

11. Insurance

Deliver the Certificate of Insurance to UC's Buyer, by mail or overnight delivery. 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 – Kelly Services.

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

Supplier will provide IT Temporary Labor services.

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 UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Incorporated Documents

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

- a. Statement of Work – Attachment A
- b. University of California Terms and Conditions for Services, dated February 23, 2016.

- c. Appendix Data Security and Privacy, dated October 27, 2014
- d. HIPAA Business Associate Agreement, dated September 16, 2014

15. Amendments to UC Terms and Conditions

The UC Terms and Conditions are hereby amended as follows:

Article 4 is amended to include the additional language to the last sentence as follows:

Kelly employees will perform under the Customer's operational supervision. Kelly will perform human resources administration of the Kelly employees (e.g., administering discipline and other non-operational matters). As the recipient of such staffing services/the operator of its business, Customer is responsible for controlling the environment in which assigned employees perform their work, the details of their work, and their work product.

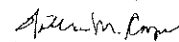
Article 11 is not applicable to this agreement.

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter. The Agreement is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

DocuSigned by:



(Signature)

Responsible Administrative Official)
William Cooper

Associate Vice President & Chief Procurement Officer
(Printed Name, Title)

8/3/2016

(Date)

(Signature –
Program Review Official)

(Printed Name, Title)

(Date)

KELLY SERVICES



(Signature)

Tami Trovelli, Vice President
(Printed Name, Title)

August 2, 2016

(Date)

Statement of Work – Attachment A

The following are specific Service Requirements for the **UNIVERSITY** of California's Program for IT Temporary Labor Services.

Pricing

Included in the attachment are short and long term bill rates (inclusive of pay rate and mark up rate) for Level 1, 2, 3, 4, 5 including as well as a minimum and maximum for each rate.

Customer Service

Provide a dedicated toll-free number(s) or online access for UC Order Placement for IT Temporary Labor Services.

Contact Name	Trung Thai, Jon Sa or Amanda Furia
Website	Kellyservices.com
Phone	916-853-1378
Email	UC@kellyservices.com
Address	

Additional Terms**No Fee Conversion:**

The time period required for services to be rendered before conversion to **UNIVERSITY** employment is available at no extra cost will be 180 days.

No Premium Rates (Overtime): **SUPPLIER** understands the **UNIVERSITY** will not pay premium rates (Overtime) for IT temp staff hours exceeding 40 hours per week for positions that are classified as exempt per the "Computer Software Employee" overtime exemption for employers (California Labor Code Section 515.5). Defined employees in the computer software field are within the professional exemption from statutory overtime. **SUPPLIER** understands the **UNIVERSITY** will pay standard rates for hours exceeding 8 per day for positions that have been designated as exempt.

No payment will be made in advance of work performed.

Rates for the services provided in the Agreement shall be firm for the period specified in the Agreement. If the **UNIVERSITY** extends the contract, **SUPPLIER** may request a change in billing rates at the end of contract time period by submitting a written request with supporting justification to the **UNIVERSITY**. If the **UNIVERSITY** concurs with the request, an amendment will be issued.

The **SUPPLIER** initial mark-up rate will not be exceeded during the term of the Agreement.

SUPPLIER shall provide all applicable rebates, credits, incentives earned, used, or on account. Checks shall be made payable to "The Regents of the **UNIVERSITY** of California" and mailed to the **UNIVERSITY**

address as specified by the Agreement. **SUPPLIER** shall make reference to department name and Agreement number on all checks. Periodic Statement Requirement: **SUPPLIER** shall send periodic statements listing all rebates, credits, or incentives earned, used or on account for the **UNIVERSITY**. Statements shall include department name and purchase order number, etc. Statements should be mailed to the **UNIVERSITY** address as specified on the order.

SPECIFIC TERMS AND CONDITIONS

A. Qualified Personnel

SUPPLIER shall provide, on an as-needed basis determined by the **UNIVERSITY**, qualified, trained temporary staffing personnel. Receipt of award does not guarantee that **UNIVERSITY** will request any temporary staffing services during the period of the Agreement. **UNIVERSITY** reserves the right to assess and select the best-qualified temporary workers for each individual project from any one of the qualified services providers. A comprehensive resume shall be required for each candidate submitted by **SUPPLIER** for consideration. References and previous employers listed on resumes may be contacted by **UNIVERSITY** as well as possible candidate background checks. **UNIVERSITY** agrees to be responsible for 1) any breach of its obligations for maintaining any personal information of the temporary employees in compliance with laws, statutes or regulations governing personal data and 2) any claims that arise that are related to its maintaining, handling or storing of such personal information of the temporary employees. **UNIVERSITY** reserves the right to reject any temporary staffing candidate proposed by **SUPPLIER**. Project work will be scheduled with a minimum of inconvenience to **UNIVERSITY** and conducted on-site during regular **UNIVERSITY** hours.

B. Immigration & Naturalization Services Compliance

All temporary staffing personnel employed by **SUPPLIER** shall be US Citizens or legal aliens in accordance with the employment verification provisions of the Immigration and Nationality Act (INA), according to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) signed on September 30, 1996 and any revisions of such Act. It is the **SUPPLIER'S** responsibility to verify legal alien's compliance to all current laws and regulations of the United States and state of California as they pertain to alien status and employment eligibility.

C. Guarantee of Appropriate Interview and Placement Standards

SUPPLIER will ensure the quality of their Interview and Placement Standards. The **UNIVERSITY** of California will not permit any of the following to occur:

1. Other individuals speaking for Candidates during live interviews.
2. Other individuals speaking for Candidates during taped interviews.
3. Replacement of Candidates with other Candidates after the Interview and Screening process has occurred and a Job Offer has been made.
4. Substitution of the Skill Sets of Candidates.
5. Falsification of information related to any Candidate.

If any of the Candidates have been falsely presented, represented, or put forth, The **UNIVERSITY** of California will review the situation which may result in the Termination of the Agreement.

D. Criminal Background Investigations

For **SUPPLIER** employees with a known criminal past, the **SUPPLIER** will be required to advise the **UNIVERSITY** of the fact before the employee is assigned. The **UNIVERSITY** will determine on a case-by-case basis as to whether or not the **SUPPLIER**'s employee is suitable for the work in the temporary position. The **UNIVERSITY** requires criminal background checks (including fingerprinting) on positions deemed "sensitive" by the **UNIVERSITY**. The **UNIVERSITY** will notify the **SUPPLIER** in advance if a position is "sensitive" and these required background checks shall be the responsibility of the **SUPPLIER**. **UNIVERSITY** is responsible for providing adequate internal controls, supervision, and instructions for **SUPPLIER**'s temporary employees and be responsible for their conduct when they are required to handle cash, confidential or credit card information, trade secrets, valuables; or similar property.

E. Duration of Assignments

The length of temporary assignments will vary. **SUPPLIER**'s personnel may be required to sign confidentiality agreements depending on the nature of the access privilege granted. At the conclusion and/or termination of the assignment, the **SUPPLIER** employee shall return all property (such as keys, etc.) to the requesting **UNIVERSITY** department prior to departing.

F. Right of Severance and Termination

UNIVERSITY shall have the right to request removal of any specific **SUPPLIER** temporary worker for the following:

- If the worker is deemed by **UNIVERSITY** to be incompetent or negligent based on worker's inability to execute the required project deliverables.
- For failure to adhere to **UNIVERSITY**'S standards, data protection policy or application development methodology.
- For worker misconduct.

G. Right to Dismiss

If, in the sole discretion of the **UNIVERSITY**'s requester, the **SUPPLIER** personnel is deemed incompetent or negligent (based on the individual's inability to perform the assigned task or engagement in misconduct) the **UNIVERSITY** will require the personnel to leave the premises and the department will immediately inform the **SUPPLIER** of its action.

The **SUPPLIER** hereby agrees that the **UNIVERSITY** shall not be liable for any damage or cause of action arising out of the dismissal of **SUPPLIER** personnel to the extent **SUPPLIER** violated applicable law and hereby agrees to indemnify, defend and hold harmless the **UNIVERSITY** for such cause of action or damage brought by the **SUPPLIER** personnel against the **UNIVERSITY**, which would arise out of such dismissal.

SUPPLIER personnel deemed unsatisfactory due to performance will be excluded from future assignments to the **UNIVERSITY** based on but not limited to:

- Failure to demonstrate skills sufficient to perform duties assigned.

- Employee's noncompliance with the **UNIVERSITY's** policies and/or procedures or other unprofessional conduct.
- Negative results on appropriate background checks.

H. Quality of Service Standards and Service Guaranty

Upon notification of unsatisfactory performance of a Candidate, a Replacement will be provided and the Charges for the initial Candidate will be removed from the **UNIVERSITY's** Account.

Credits for unsatisfactory performance of a Candidate will be a minimum of forty (40) hours or five (5) business days.

The minimum Quality of Service Standards set forth above recognize that occasional errors are likely, however, the **SUPPLIER** further agrees to use Best Efforts to achieve a 100% Quality of Service Level.

Should the Quality Levels fall below the Minimum Standards and the **SUPPLIER** does not take corrective action within fourteen (14) days following **UNIVERSITY** of California notification, the **UNIVERSITY** reserves the right to terminate the Agreement.

I. **SUPPLIER** Response Time

Orders/releases for personnel services will be initiated by **UNIVERSITY** requesters. Requests will be made as much in advance of the required start date as possible. Typically, requests will be made at least 48-72 hours in advance of need.

All information regarding reporting time and scope of assignment will be provided at the time of the initial call.

The **SUPPLIER** is required to decline request(s), or propose personnel, subject to the availability of qualified personnel, within 24 hours after receipt of the initial call.

J. Payments on Termination

If the **UNIVERSITY** elects to terminate any temporary worker furnished by **SUPPLIER** for any reason, the **UNIVERSITY** shall be responsible for payment of actual work hours performed by **SUPPLIER** worker or a minimum of four (4) hours, whichever is greater.

K. Worker Availability

SUPPLIER furnished temporary workers shall be available between the hours of 8:00 AM and 5:00 PM, with an hour lunch break, with the possibility of work hour modifications for specially arranged circumstances. Workdays are typically eight (8) hours plus one hour for a meal break.

L. Work Week

A Work Week is generally forty (40) hours in length from Sunday midnight till the following Sunday midnight. **UNIVERSITY** will not pay premium rates for work beyond forty (40) hours in a Work Week.

M. Parking at **UNIVERSITY**

The **UNIVERSITY** is not responsible for parking arrangements and parking fees for any temporary worker **SUPPLIER** may furnish under this order.

N. Vehicles

SUPPLIER temporary workers shall be required to use **SUPPLIER** owned vehicles or their own vehicles to reach job site locations of the **UNIVERSITY**. **SUPPLIER** temporary workers shall not operate **UNIVERSITY**-owned vehicles.

O. CAL-OSHA

SUPPLIER temporary workers shall adhere to all CAL-OSHA regulations where and when applicable to their work environment

P. ID Badges

SUPPLIER temporary workers may be required to wear **UNIVERSITY** furnished ID badges dependent upon their project assignment and work location.

Q. Invoices

SUPPLIER invoices shall be furnished on a weekly basis, and shall include copies of itemized time sheets for actual hours worked by each temporary worker for the period, cite Departmental PO number issued for the position, and shall be verified by **UNIVERSITY** prior to payment. **UNIVERSITY** shall pay invoices net thirty (30) days from date of receipt.

The **UNIVERSITY** will provide all project-related materials. The rates charged by the **SUPPLIER** shall be for labor only.

R. Invoicing

SUPPLIER shall furnish in electronic format (MS Excel or MS Word), the statistical information listed below to person(s) specified per the order. Information for workers on assignment at **UNIVERSITY** shall be provided on a monthly basis on the fifteenth of each month for the previous month:

- **UNIVERSITY** Purchase Order number
- **SUPPLIER** temporary worker name
- Position name
- Days actually worked
- Hours worked each of those days
- Rate per hour
- Total hours for the month
- Total dollars for the month

SUPPLIER shall provide to its information workers on assignment to **UNIVERSITY**, a Statement of Policy and Acknowledgement of Responsibility form as may be applicable.

S. **SUPPLIER Training**

The **SUPPLIER** shall be responsible for its own on-going employee-training program to keep **SUPPLIER** temporary workers abreast of industry standards and developments.

T. **Key Performance Indicators**

The Key Performance Indicators (KPI's) are monitored through presentations in the Quarterly Business Reviews and the required activity reporting. The required Key Performance Indicators are:

- | | |
|--|--------------------------------|
| 1. On-Time Reporting (by UC Location and System): | 99% |
| 2. Response to Initial Order: | within 30 Minutes |
| 3. Submittal of Short-Term Positions (Six (6) Months and Under): | within One (1) Business Day |
| 4. Submittal of Long-Term Positions (Over Six (6) Months): | within Three (3) Business Days |
| 5. RUSH Placements: | within the Same Business Day |
| 6. Customer Service Satisfaction: | 99% |
| 7. Request for Reports: | within Five (5) Business Days |
| 8. Placement Accuracy: | 100% |
| 9. Invoice/Billing Accuracy: | 99% |

Statement of Work
University of California RFP#UCOP
ITEMP2015/LC: IT Temporary Labor Services
Short Term Pricing
Attachment A
Kelly Services, Inc.

Position Title	Category	Level 1 Minimum Pay Rate (\$/hr.)	Level 1 Maximum Pay Rate (\$/hr.)	Level 1 Minimum Bill Rate (\$/hr.)	Level 1 Maximum Bill Rate (\$/hr.)	Level 1 Minimum Mark-Up (%)	Level 1 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Business Objects Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Cognos Developer	Application Programmer	\$55.00	\$65.00	\$77.00	\$91.00	40.00%	40.00%
Epic Developer	Application Programmer	\$85.00	\$95.00	\$119.00	\$133.00	40.00%	40.00%
ETL Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Java Developer	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Mainframe Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Middleware Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$50.00	\$65.00	\$70.00	\$91.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Software Developer	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Web Developer	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$15.00	\$20.00	\$21.00	\$28.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
AV Technician	Customer Service Representative	\$15.00	\$20.00	\$21.00	\$28.00	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$15.00	\$20.00	\$21.00	\$28.00	40.00%	40.00%
Database Administrator	Database Administrator	\$35.00	\$45.00	\$49.00	\$63.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$40.00	\$50.00	\$56.00	\$70.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
IT Architect	IT Architect	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$40.00	\$50.00	\$56.00	\$70.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$40.00	\$50.00	\$56.00	\$70.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$30.00	\$50.00	\$42.00	\$70.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Network	Systems Administrator	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%

University of California RFP#UCOP/ITEMP2015/LC: IT Temporary Labor Services
Kelly Services, Inc.

Position Title	Category	Level 2 Minimum Pay Rate (\$/hr.)	Level 2 Maximum Pay Rate (\$/hr.)	Level 2 Minimum Bill Rate (\$/hr.)	Level 2 Maximum Bill Rate (\$/hr.)	Level 2 Minimum Mark-Up (%)	Level 2 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$28.00	\$30.00	\$39.20	\$42.00	40.00%	40.00%
Business Objects Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Cognos Developer	Application Programmer	\$58.00	\$63.00	\$81.20	\$88.20	40.00%	40.00%
Epic Developer	Application Programmer	\$83.00	\$93.00	\$116.20	\$130.20	40.00%	40.00%
ETL Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Java Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Mainframe Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Middleware Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$58.00	\$65.00	\$81.20	\$91.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Software Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Web Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
AV Technician	Customer Service Representative	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Database Administrator	Database Administrator	\$38.00	\$45.00	\$53.20	\$63.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$43.00	\$50.00	\$60.20	\$70.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
IT Architect	IT Architect	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Network	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%

University of California RFP#UCOP/ITEMP2015/LC: IT Temporary Labor Services
Kelly Services, Inc.

Position Title	Category	Level 3 Minimum Pay Rate (\$/hr.)	Level 3 Maximum Pay Rate (\$/hr.)	Level 3 Minimum Bill Rate (\$/hr.)	Level 3 Maximum Bill Rate (\$/hr.)	Level 3 Minimum Mark-Up (%)	Level 3 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$50.00	\$60.00	\$70.00	\$84.00	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Business Objects Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Cognos Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Epic Developer	Application Programmer	\$85.00	\$95.00	\$119.00	\$133.00	40.00%	40.00%
ETL Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Java Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Mainframe Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Middleware Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$65.00	\$80.00	\$91.00	\$112.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Software Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Web Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$25.00	\$35.00	\$35.00	\$49.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
AV Technician	Customer Service Representative	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Database Administrator	Database Administrator	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$50.00	\$60.00	\$70.00	\$84.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
IT Architect	IT Architect	\$60.00	\$85.00	\$84.00	\$119.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$50.00	\$70.00	\$70.00	\$98.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$50.00	\$60.00	\$70.00	\$84.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$50.00	\$60.00	\$70.00	\$84.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$35.00	\$45.00	\$49.00	\$63.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Network	Systems Administrator	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%

University of California RFP#UCOP/ITEMP2015/LC: IT Temporary Labor Services
Kelly Services, Inc.

Position Title	Category	Level 4 Minimum Pay Rate (\$/hr.)	Level 4 Maximum Pay Rate (\$/hr.)	Level 4 Minimum Bill Rate (\$/hr.)	Level 4 Maximum Bill Rate (\$/hr.)	Level 4 Minimum Mark-Up (%)	Level 4 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$55.00	\$68.00	\$77.00	\$95.20	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$35.00	\$42.00	\$49.00	\$58.80	40.00%	40.00%
Business Objects Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
Cognos Developer	Application Programmer	\$65.00	\$75.00	\$91.00	\$105.00	40.00%	40.00%
Epic Developer	Application Programmer	\$95.00	\$105.00	\$133.00	\$147.00	40.00%	40.00%
ETL Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
Java Developer	Application Programmer	\$60.00	\$70.00	\$84.00	\$98.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
Mainframe Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
Middleware Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$80.00	\$90.00	\$112.00	\$126.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$55.00	\$63.00	\$77.00	\$88.20	40.00%	40.00%
Software Developer	Application Programmer	\$60.00	\$68.00	\$84.00	\$95.20	40.00%	40.00%
Web Developer	Application Programmer	\$60.00	\$68.00	\$84.00	\$95.20	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$55.00	\$63.00	\$77.00	\$88.20	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$55.00	\$63.00	\$77.00	\$88.20	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$28.00	\$35.00	\$39.20	\$49.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$35.00	\$45.00	\$49.00	\$63.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$48.00	\$53.00	\$67.20	\$74.20	40.00%	40.00%
AV Technician	Customer Service Representative	\$28.00	\$30.00	\$39.20	\$42.00	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$28.00	\$30.00	\$39.20	\$42.00	40.00%	40.00%
Database Administrator	Database Administrator	\$48.00	\$55.00	\$67.20	\$77.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$43.00	\$45.00	\$60.20	\$63.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
IT Architect	IT Architect	\$75.00	\$85.00	\$105.00	\$119.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$60.00	\$75.00	\$84.00	\$105.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$55.00	\$65.00	\$77.00	\$91.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Network	Systems Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%

University of California RFP#UCOP/ITEMP2015/LC: IT Temporary Labor Services
Kelly Services, Inc.

Position Title	Category	Level 5 Minimum Pay Rate (\$/hr.)	Level 5 Maximum Pay Rate (\$/hr.)	Level 5 Minimum Bill Rate (\$/hr.)	Level 5 Maximum Bill Rate (\$/hr.)	Level 5 Minimum Mark-Up (%)	Level 5 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$60.00	\$75.00	\$84.00	\$105.00	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Business Objects Developer	Application Programmer	\$70.00	\$75.00	\$98.00	\$105.00	40.00%	40.00%
Cognos Developer	Application Programmer	\$75.00	\$85.00	\$105.00	\$119.00	40.00%	40.00%
Epic Developer	Application Programmer	\$105.00	\$115.00	\$147.00	\$161.00	40.00%	40.00%
ETL Developer	Application Programmer	\$70.00	\$80.00	\$98.00	\$112.00	40.00%	40.00%
Java Developer	Application Programmer	\$65.00	\$75.00	\$91.00	\$105.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$70.00	\$75.00	\$98.00	\$105.00	40.00%	40.00%
Mainframe Developer	Application Programmer	\$70.00	\$75.00	\$98.00	\$105.00	40.00%	40.00%
Middleware Developer	Application Programmer	\$70.00	\$75.00	\$98.00	\$105.00	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$85.00	\$100.00	\$119.00	\$140.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Software Developer	Application Programmer	\$65.00	\$70.00	\$91.00	\$98.00	40.00%	40.00%
Web Developer	Application Programmer	\$65.00	\$70.00	\$91.00	\$98.00	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$50.00	\$65.00	\$70.00	\$91.00	40.00%	40.00%
AV Technician	Customer Service Representative	\$30.00	\$38.00	\$42.00	\$53.20	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$30.00	\$38.00	\$42.00	\$53.20	40.00%	40.00%
Database Administrator	Database Administrator	\$55.00	\$70.00	\$77.00	\$98.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$65.00	\$80.00	\$91.00	\$112.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$60.00	\$75.00	\$84.00	\$105.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$60.00	\$75.00	\$84.00	\$105.00	40.00%	40.00%
IT Architect	IT Architect	\$85.00	\$105.00	\$119.00	\$147.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$75.00	\$95.00	\$105.00	\$133.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$65.00	\$85.00	\$91.00	\$119.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$65.00	\$80.00	\$91.00	\$112.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$50.00	\$65.00	\$70.00	\$91.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$45.00	\$65.00	\$63.00	\$91.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Network	Systems Administrator	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$65.00	\$70.00	\$91.00	\$98.00	40.00%	40.00%

University of California RFP#UCOP/ITEMP2015/LC: IT Temporary Labor Services
Kelly Services, Inc.

Additional Pricing Information:

Service Guarantee – 40 hours

Background Checks and Fingerprinting included in mark-up

Additional screening requirement will be conduct as required and Kelly will pass through the cost with no additional mark-up.

Statement of Work
University of California RFP#UCOP
ITEMP2015/LC: IT Temporary Labor Services
Long Term Pricing
Attachment A
Kelly Services, Inc.

Position Title	Category	Level 1 Minimum Pay Rate (\$/hr.)	Level 1 Maximum Pay Rate (\$/hr.)	Level 1 Minimum Bill Rate (\$/hr.)	Level 1 Maximum Bill Rate (\$/hr.)	Level 1 Minimum Mark-Up (%)	Level 1 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Business Objects Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Cognos Developer	Application Programmer	\$55.00	\$65.00	\$77.00	\$91.00	40.00%	40.00%
Epic Developer	Application Programmer	\$85.00	\$95.00	\$119.00	\$133.00	40.00%	40.00%
ETL Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Java Developer	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Mainframe Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Middleware Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$50.00	\$65.00	\$70.00	\$91.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Software Developer	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Web Developer	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$15.00	\$20.00	\$21.00	\$28.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
AV Technician	Customer Service Representative	\$15.00	\$20.00	\$21.00	\$28.00	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$15.00	\$20.00	\$21.00	\$28.00	40.00%	40.00%
Database Administrator	Database Administrator	\$35.00	\$45.00	\$49.00	\$63.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$40.00	\$50.00	\$56.00	\$70.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
IT Architect	IT Architect	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$40.00	\$50.00	\$56.00	\$70.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$40.00	\$50.00	\$56.00	\$70.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$30.00	\$50.00	\$42.00	\$70.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Network	Systems Administrator	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%

University of California RFP#UCOP/ITEMP2015/LC: IT Temporary Labor Services
Kelly Services, Inc.

Position Title	Category	Level 2 Minimum Pay Rate (\$/hr.)	Level 2 Maximum Pay Rate (\$/hr.)	Level 2 Minimum Bill Rate (\$/hr.)	Level 2 Maximum Bill Rate (\$/hr.)	Level 2 Minimum Mark-Up (%)	Level 2 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$28.00	\$30.00	\$39.20	\$42.00	40.00%	40.00%
Business Objects Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Cognos Developer	Application Programmer	\$58.00	\$63.00	\$81.20	\$88.20	40.00%	40.00%
Epic Developer	Application Programmer	\$83.00	\$93.00	\$116.20	\$130.20	40.00%	40.00%
ETL Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Java Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Mainframe Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Middleware Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$58.00	\$65.00	\$81.20	\$91.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Software Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Web Developer	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
AV Technician	Customer Service Representative	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$20.00	\$25.00	\$28.00	\$35.00	40.00%	40.00%
Database Administrator	Database Administrator	\$38.00	\$45.00	\$53.20	\$63.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$43.00	\$50.00	\$60.20	\$70.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
IT Architect	IT Architect	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Network	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%

University of California RFP#UCOP/ITEMP2015/LC: IT Temporary Labor Services
Kelly Services, Inc.

Position Title	Category	Level 3 Minimum Pay Rate (\$/hr.)	Level 3 Maximum Pay Rate (\$/hr.)	Level 3 Minimum Bill Rate (\$/hr.)	Level 3 Maximum Bill Rate (\$/hr.)	Level 3 Minimum Mark-Up (%)	Level 3 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$50.00	\$60.00	\$70.00	\$84.00	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Business Objects Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Cognos Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Epic Developer	Application Programmer	\$85.00	\$95.00	\$119.00	\$133.00	40.00%	40.00%
ETL Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Java Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Mainframe Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Middleware Developer	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$65.00	\$80.00	\$91.00	\$112.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Software Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Web Developer	Application Programmer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$25.00	\$35.00	\$35.00	\$49.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$30.00	\$35.00	\$42.00	\$49.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
AV Technician	Customer Service Representative	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$25.00	\$30.00	\$35.00	\$42.00	40.00%	40.00%
Database Administrator	Database Administrator	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$50.00	\$60.00	\$70.00	\$84.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
IT Architect	IT Architect	\$60.00	\$85.00	\$84.00	\$119.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$50.00	\$70.00	\$70.00	\$98.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$50.00	\$60.00	\$70.00	\$84.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$50.00	\$60.00	\$70.00	\$84.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$35.00	\$45.00	\$49.00	\$63.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Network	Systems Administrator	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%

University of California RFP#UCOP/ITEMP2015/LC: IT Temporary Labor Services
Kelly Services, Inc.

Position Title	Category	Level 4 Minimum Pay Rate (\$/hr.)	Level 4 Maximum Pay Rate (\$/hr.)	Level 4 Minimum Bill Rate (\$/hr.)	Level 4 Maximum Bill Rate (\$/hr.)	Level 4 Minimum Mark-Up (%)	Level 4 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$55.00	\$68.00	\$77.00	\$95.20	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$35.00	\$42.00	\$49.00	\$58.80	40.00%	40.00%
Business Objects Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
Cognos Developer	Application Programmer	\$65.00	\$75.00	\$91.00	\$105.00	40.00%	40.00%
Epic Developer	Application Programmer	\$95.00	\$105.00	\$133.00	\$147.00	40.00%	40.00%
ETL Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
Java Developer	Application Programmer	\$60.00	\$70.00	\$84.00	\$98.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
Mainframe Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
Middleware Developer	Application Programmer	\$65.00	\$73.00	\$91.00	\$102.20	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$80.00	\$90.00	\$112.00	\$126.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$55.00	\$63.00	\$77.00	\$88.20	40.00%	40.00%
Software Developer	Application Programmer	\$60.00	\$68.00	\$84.00	\$95.20	40.00%	40.00%
Web Developer	Application Programmer	\$60.00	\$68.00	\$84.00	\$95.20	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$55.00	\$63.00	\$77.00	\$88.20	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$55.00	\$63.00	\$77.00	\$88.20	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$28.00	\$35.00	\$39.20	\$49.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$35.00	\$45.00	\$49.00	\$63.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$48.00	\$53.00	\$67.20	\$74.20	40.00%	40.00%
AV Technician	Customer Service Representative	\$28.00	\$30.00	\$39.20	\$42.00	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$28.00	\$30.00	\$39.20	\$42.00	40.00%	40.00%
Database Administrator	Database Administrator	\$48.00	\$55.00	\$67.20	\$77.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$43.00	\$45.00	\$60.20	\$63.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
IT Architect	IT Architect	\$75.00	\$85.00	\$105.00	\$119.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$60.00	\$75.00	\$84.00	\$105.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$55.00	\$65.00	\$77.00	\$91.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Network	Systems Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%

University of California RFP#UCOP/ITEMP2015/LC: IT Temporary Labor Services
Kelly Services, Inc.

Position Title	Category	Level 5 Minimum Pay Rate (\$/hr.)	Level 5 Maximum Pay Rate (\$/hr.)	Level 5 Minimum Bill Rate (\$/hr.)	Level 5 Maximum Bill Rate (\$/hr.)	Level 5 Minimum Mark-Up (%)	Level 5 Maximum Mark-Up (%)
Application Developer	Application Programmer	\$60.00	\$75.00	\$84.00	\$105.00	40.00%	40.00%
AUTO CAD Drafter	Application Programmer	\$40.00	\$45.00	\$56.00	\$63.00	40.00%	40.00%
Business Objects Developer	Application Programmer	\$70.00	\$75.00	\$98.00	\$105.00	40.00%	40.00%
Cognos Developer	Application Programmer	\$75.00	\$85.00	\$105.00	\$119.00	40.00%	40.00%
Epic Developer	Application Programmer	\$105.00	\$115.00	\$147.00	\$161.00	40.00%	40.00%
ETL Developer	Application Programmer	\$70.00	\$80.00	\$98.00	\$112.00	40.00%	40.00%
Java Developer	Application Programmer	\$65.00	\$75.00	\$91.00	\$105.00	40.00%	40.00%
Lotus Notes Developer	Application Programmer	\$70.00	\$75.00	\$98.00	\$105.00	40.00%	40.00%
Mainframe Developer	Application Programmer	\$70.00	\$75.00	\$98.00	\$105.00	40.00%	40.00%
Middleware Developer	Application Programmer	\$70.00	\$75.00	\$98.00	\$105.00	40.00%	40.00%
PeopleSoft Developer	Application Programmer	\$85.00	\$100.00	\$119.00	\$140.00	40.00%	40.00%
SharePoint Administrator	Application Programmer	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Software Developer	Application Programmer	\$65.00	\$70.00	\$91.00	\$98.00	40.00%	40.00%
Web Developer	Application Programmer	\$65.00	\$70.00	\$91.00	\$98.00	40.00%	40.00%
Business Systems Analyst	Business Systems Analyst	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
Mainframe Analyst	Business Systems Analyst	\$60.00	\$65.00	\$84.00	\$91.00	40.00%	40.00%
IT Helpdesk/Desktop Support	Business/Technical Support Analyst	\$35.00	\$40.00	\$49.00	\$56.00	40.00%	40.00%
Telecom Analyst	Communications and Network Technical Analyst	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
Telecom Technician	Communications and Network Technical Analyst	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
Technical Writer	Communications Specialist	\$50.00	\$65.00	\$70.00	\$91.00	40.00%	40.00%
AV Technician	Customer Service Representative	\$30.00	\$38.00	\$42.00	\$53.20	40.00%	40.00%
Customer Service Representative	Customer Service Representative	\$30.00	\$38.00	\$42.00	\$53.20	40.00%	40.00%
Database Administrator	Database Administrator	\$55.00	\$70.00	\$77.00	\$98.00	40.00%	40.00%
MS Access Developer	Database Administrator	\$45.00	\$55.00	\$63.00	\$77.00	40.00%	40.00%
Data Warehouse Analyst	Data Systems Analyst	\$65.00	\$80.00	\$91.00	\$112.00	40.00%	40.00%
Change Management Specialist	Information Systems Analyst	\$60.00	\$75.00	\$84.00	\$105.00	40.00%	40.00%
Release Management	Information Systems Analyst	\$60.00	\$75.00	\$84.00	\$105.00	40.00%	40.00%
IT Architect	IT Architect	\$85.00	\$105.00	\$119.00	\$147.00	40.00%	40.00%
Identity Management	IT Security Analyst	\$75.00	\$95.00	\$105.00	\$133.00	40.00%	40.00%
IT Security Administrator	IT Security Analyst	\$65.00	\$85.00	\$91.00	\$119.00	40.00%	40.00%
ITIL/ITSM	Project/Policy Analyst	\$65.00	\$80.00	\$91.00	\$112.00	40.00%	40.00%
QA Analyst	QA/Release Management Analyst	\$50.00	\$65.00	\$70.00	\$91.00	40.00%	40.00%
Citrix Administrator	Systems Administrator	\$45.00	\$65.00	\$63.00	\$91.00	40.00%	40.00%
Mainframe Operator	Systems Administrator	\$50.00	\$55.00	\$70.00	\$77.00	40.00%	40.00%
Network	Systems Administrator	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Systems Administrator	Systems Administrator	\$45.00	\$50.00	\$63.00	\$70.00	40.00%	40.00%
Integration	Systems Integration Engineer	\$55.00	\$60.00	\$77.00	\$84.00	40.00%	40.00%
IT Project Manager	Technical Project Management Professional	\$65.00	\$70.00	\$91.00	\$98.00	40.00%	40.00%

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Kelly Services, Inc.

Additional Pricing Information:

Service Guarantee – 40 hours

Background Checks and Fingerprinting included in mark-up

Additional screening requirement will be conduct as required and Kelly will pass through the cost with no additional mark-up.



UNIVERSITY
OF
CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The materials, supplies and/or services furnished by Supplier (together, the "Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these 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. 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 materials and/or supplies ("Goods"), or the 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 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 Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- 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.
- 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 stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the date UC provided Supplier with notice of termination or through the date that 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 Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PAYMENT, EXTRA CHARGES, TAXES. UC will pay Supplier, upon submission of acceptable invoices, for Services rendered and accepted. All invoices must be itemized and reference the Agreement or PO number. UC will not 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.

ARTICLE 4 – INSPECTION. The 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 Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require delivery of such 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 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 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 and 25 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 Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar 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 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 (Material 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 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 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.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

- A. Services Involving Work Made for Hire.
 1. Unless UC indicates that the 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 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. Services Not Involving Work Made for Hire.
 1. If the 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 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 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 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 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 Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the 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.

ARTICLE 9 – INSURANCE

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

- A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 1. Each Occurrence \$ 1,000,000
Products/Completed Operations
 2. Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000
 4. General Aggregate (Not applicable to the Comprehensive Form) \$ 2,000,000
- B. 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.
- C. 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 Services to UC.)

- D. 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.
- E. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- F. 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.
- 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

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 52.222-26, Equal Opportunity;
- E. FAR 52.222-35, Equal Opportunity for Veterans;
- F. FAR 52.222-36, Affirmative Action for Workers with Disabilities;
- G. FAR 52.222-37, Employment Reports on Veterans;
- H. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- I. FAR 52.222-41, Service Contract Act of 1965;
- J. FAR 52.222-50, Combating Trafficking in Persons;
- K. FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements;
- L. FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements;
- M. FAR 52.222-54, Employment Eligibility Verification;
- N. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- O. 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 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 performance of the Services; thereafter a start order for resumption of performing the 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 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 performed 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 Services are being performed 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 so provide the Services 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 a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

While other terms in the Agreement apply to the furnishing of all types of Services, the terms in this Article have special application to the furnishing of Goods, and apply notwithstanding the terms in Article 33, Amendments:

- 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.
- 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.
- 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 Agreement 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 equipment, materials, or supplies 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.

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 seven (7) 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 seven (7) 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 – CONFIDENTIALITY

Supplier will use its best efforts to keep confidential any information provided by UC and marked "Confidential Information," or any oral information conveyed to Supplier by UC and followed by a written communication within thirty (30) days that the information is Confidential Information.

This non-disclosure provision will not apply to any of the following:

- A. Information which Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement;
- B. 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;
- C. Is obtained lawfully from a third party; or
- D. Is required to be disclosed under the California Public Records Act or legal process.

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.

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 campuses and/or medical centers, do not involve furnishing goods, are not a Public Work with a wage determination at or above the UC Fair Wage (defined as \$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), 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.

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

ARTICLE 26 – 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 27 – 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 28 – 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 29 – 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 30 – 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 31 – 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 32 – 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 33 – AMENDMENTS

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

ARTICLE 34 – 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 35 – 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 36 – 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; AUDIT REQUIREMENTS; CONFIDENTIALITY; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.



UNIVERSITY OF CALIFORNIA

APPENDIX – DATA SECURITY AND PRIVACY

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

- A. This Data Security and Privacy Appendix is designed to protect the University of California's (UC) Protected Information and UC networks (defined below). This Appendix describes the data security and privacy obligations of all third parties (including individuals and entities) that connect to UC networks and/or gain access to Protected Information (Supplier).
- B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the UC.

ARTICLE 2 – PROTECTED INFORMATION

- A. Supplier acknowledges that its performance of Services under this Agreement may involve access to confidential UC information that identifies or is capable of identifying a specific individual, including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, "Protected Information") that is subject to state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the California Confidentiality of Medical Information Act (Civil Code § 56 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); and federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*); the European Union Data Protection Directive and other state, federal and international laws.
- B. All Work Product, works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any of Protected Information and all proprietary rights therein, including copyrights, will belong exclusively to the UC and unless expressly provided, this Appendix will not be construed as conferring on Supplier a license or option for a license any patent, copyright, trademark, license right or trade secret owned or obtained by UC.

ARTICLE 3 – ACCESS TO UC NETWORKS

"UC networks" means the set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information that is implemented with a collection of interconnected components. Such components may include routers, hubs, cabling, telecommunications controllers, key distribution centers, and technical control devices. Examples of networks include local area networks (LAN), wide area networks (WAN), Storage area networks (SAN), Enterprise private networks (EPN), Virtual private networks (VPN), Wireless local area networks (WLAN), or Campus area networks (CAN). UC networks include resources that are purchased, leased and/or otherwise obtained for use by UC, and may include personally owned devices. In any circumstance when Supplier has access to UC networks, it is the sole responsibility of Supplier to ensure that its access to the networks does not result in any access by unauthorized individuals to UC networks or Protected Information. This includes access to all types of UC network logins or credentials, as well as access to information contained on or transmitted through those networks. It is Supplier's sole responsibility to protect the login and credential information, including through proper use, handling and destruction of such information. Consistent the requirements in Attachment 1, any technology and/or systems that gains access to UC networks must comply with the Computer System Security Requirements.

ARTICLE 4 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES

Supplier agrees to comply with all applicable state, federal and international laws, as well as best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission. Such principles would typically require Supplier to have a privacy policy, and, if collecting Protected Information electronically from individuals on behalf of UC, a prominently-posted privacy statement or notice in conformance with such principles (UC's sample Privacy Statement for websites is available at <http://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records-mgmt-and-privacy/files/sampleprivacystatement.doc>). Supplier also agrees, to the extent applicable, to comply with UC's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of UC Electronic Information* (<http://policy.ucop.edu/doc/7020447/BFB-IS-2>), and IS-3, *Electronic Information Security* (<https://www.google.com/url?q=http://policy.ucop.edu/doc/7000543&sa=U&ei=AegxU4KqNtCgogTZv4G4BQ&ved=0CAoQFjAC&client=internal-uds-cse&usq=AFQjCNFU3yBg9YoTU7TmBTGoJ2fDs2HHIA>).

ARTICLE 5 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF PROTECTED INFORMATION

Supplier agrees to hold UC's Protected Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Protected Information other than to carry out the purposes for which UC disclosed the Protected Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. If required by a court of competent jurisdiction or an administrative body to disclose Protected Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give UC an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Any transmission, transportation or storage of Protected Information outside the United States is prohibited except on prior written authorization by UC.

ARTICLE 6 – SAFEGUARD STANDARD

Supplier agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Protected Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Protected Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at UC's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to UC (the Shared Assessments tools <http://www.sharedassessments.org/>, or similar, are acceptable), demonstrating that appropriate information security safeguards and controls are in place.

ARTICLE 7 – SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)

- A. Supplier agrees that it is responsible for the security of payment cardholder data that it possesses (if any), including the functions relating to storing, processing and transmitting cardholder data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (e.g., viruses and worms) to gain access to or disrupt UC networks. These requirements, which are incorporated herein, can be found at https://www.pcisecuritystandards.org/security_standards/index.php. Supplier agrees to provide at least annually, and from time to time at the written request of UC, current evidence (in form and substance reasonably satisfactory to UC) of

compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.

- B. In connection with credit card transactions processed for UC, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of UC's financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with UC, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify UC of such circumstances.
- C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI), and Payment Applications Best Practices (PABP). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of UC, current evidence (in form and substance reasonably satisfactory to UC) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.
- D. Supplier will immediately notify UC if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

ARTICLE 8 - Information Security Plan

- A. Supplier acknowledges that UC is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as UC's internal security program for information and systems protection.
- B. Within thirty (30) days of the Effective Date of this Appendix and subject to the review and approval of UC, Supplier will establish, maintain and comply with an information security plan ("**Information Security Plan**"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.
- C. Supplier's Information Security Plan will be designed to:
 - i. Ensure the security, integrity and confidentiality of Protected Information;
 - ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
 - iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
 - iv. Reduce risks associated with Supplier having access to UC networks; and
 - v. Comply with all applicable legal and regulatory requirements for data protection.
- D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to UC upon request. At UC's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to UC's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify UC within 72 hours.

ARTICLE 9 – RETURN OR DESTRUCTION OF PROTECTED INFORMATION

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Protected Information to UC unless UC requests in writing that such data be destroyed. This provision will also apply to all Protected Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to UC that such return or destruction has been completed.

If Supplier is unable to return or destroy UC's Protected Information because it is technically impossible or impractical to do so, Supplier will continue to protect such data in accordance with the terms of this Appendix. Supplier further agrees to provide verification, upon request by UC, that returning or destroying Protected Information is technically impossible or impractical.

ARTICLE 10 – BREACHES OF PROTECTED INFORMATION

- A. **Definition.** For purposes of this Appendix, a "Breach" means any information security event that violates UC Information Security policies and procedures, Supplier's Information Security Plan, policies and procedures, and/or impacts or has the potential to impact the confidentiality, integrity, or availability of UC's or Supplier's information systems or Protected Information.
- B. **Reporting of Breach:** Supplier will report any confirmed or suspected Breach to UC immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Protected Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Protected Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by UC. In the event of a suspected Breach, Supplier will keep UC informed regularly of the progress of its investigation until the uncertainty is resolved.
- C. **Coordination of Breach Response Activities:** In the event of a Breach, Supplier will:
- i. Immediately preserve any potential forensic evidence relating to the Breach, and remedy the Breach as quickly as circumstances permit
 - ii. Promptly (within 2 business days) designate a contact person to whom UC will direct inquiries, and who will communicate Supplier responses to UC inquiries;
 - iii. As rapidly as circumstances permit, apply appropriate resources to remedy the Breach condition, investigate, document, restore UC service(s) as directed by UC, and undertake appropriate response activities;
 - iv. Provide status reports to UC on Breach response activities, either on a daily basis or a frequency approved by UC;
 - v. Coordinate all media, law enforcement, or other Breach notifications with UC in advance of such notification(s), unless expressly prohibited by law;
 - vi. Make all reasonable efforts to assist and cooperate with UC in its Breach response efforts; and
 - vii. Ensure that knowledgeable Supplier staff is available on short notice, if needed, to participate in UC-initiated meetings and/or conference calls regarding the Breach.
- D. **Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by UC.
- E. **Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Protected Information caused by Supplier that results in litigation or administrative proceedings against UC, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

ARTICLE 11 – EXAMINATION OF RECORDS

UC and, if an applicable law, contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) will have access to and the right to examine any pertinent books, documents, papers, and records of Supplier involving transactions and work related to this Appendix until the expiration of five years after final payment hereunder. Supplier will retain project records for a period of five years from the date of final payment.

ARTICLE 12 – NO THIRD-PARTY RIGHTS

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

ARTICLE 13 – ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

ARTICLE 14 – INDEMNITY

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services, time of UC personnel responding to Breach, civil or criminal penalties levied against UC, attorney's fees, and court costs, which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct.

ARTICLE 15 – CYBER INSURANCE

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain a cyber-insurance policy to insure its reasonable costs in investigating and responding to a cyber-incident or Breach with the following minimum limits unless UC specifies otherwise: \$1,000,000 Each Occurrence and \$3,000,000 Aggregate.

ATTACHMENT 1 TO APPENDIX – DATA SECURITY AND PRIVACY

- A. Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.
- B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:
 - i. Designating one or more employees to maintain the comprehensive Information Security Plan;
 - ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of UC networks, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
 - a. Ongoing employee (including temporary and contract employee) training;
 - b. Employee compliance with policies and procedures; and
 - c. Means for detecting and preventing security system failures.
 - iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.
 - iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
 - v. Preventing terminated employees from accessing records containing Protected Information and/or UC networks.
 - vi. Overseeing service providers, by:
 - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and UC networks consistent with all applicable laws and regulations; and
 - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.
 - vii. Placing reasonable restrictions upon physical access to records containing Protected Information and UC networks and requiring storage of such records and data in locked facilities, storage areas or containers.
 - viii. Restrict physical access to any network or data centers that may have access to Protected Information or UC networks.
 - ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and UC networks; and upgrading information safeguards as necessary to limit risks.
 - x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of UC networks.
 - xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and UC networks.

Computer System Security Requirements

To the extent that Supplier electronically stores or transmits Protected Information or has access to any UC networks, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:
 - i. Control of user IDs and other identifiers;
 - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
 - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - iv. Restricting access to active users and active user accounts only; and
 - v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
 - vi. Periodic review of user access, access rights and audit of user accounts.
- B. Secure access control measures that:
 - i. Restrict access to records and files containing Protected Information and systems that may have access to UC networks to those who need such information to perform their job duties; and
 - ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- C. Encryption of all transmitted records and files containing Protected Information.
- D. Adequate security of all networks that connect to UC networks or access Protected Information, including wireless networks.
- E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and UC networks.
- F. Encryption of all Protected Information stored on Supplier devices, including laptops or other portable storage devices.
- G. For files containing Protected Information on a system that is connected to the Internet or that may have access to UC networks, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Protected Information.
- H. Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
- I. Education and training of employees on the proper use of the computer security system and the importance of Protected Information and network security.

With reasonable notice to Supplier, UC may require additional security measures which may be identified in additional guidance, contracts, communications or requirements.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BA AGREEMENT") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UNIVERSITY"), on behalf of its University of California _____ Health System and Kelly Services, Inc. ("BUSINESS ASSOCIATE") and is effective as of April 22, 2015 ("Effective Date"). UNIVERSITY has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this agreement is binding on all other health care components of the UNIVERSITY.

RECITALS

- A. UNIVERSITY and BUSINESS ASSOCIATE desire to protect the privacy and provide for the security of Protected Health Information (as that term is defined herein) used by or disclosed to BUSINESS ASSOCIATE in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Health and Safety Code §1280.15, California Civil Code §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA AGREEMENT is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), and the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time.
- B. BUSINESS ASSOCIATE provides services to UNIVERSITY, or performs or assists in the performance of UNIVERSITY activities or functions, involving the use or disclosure of Protected Health Information in the course of such service or assistance.
- C. UNIVERSITY wishes to disclose to BUSINESS ASSOCIATE certain information, some of which may constitute Protected Health Information or Medical Information (herein collectively referred to as "PHI").

Therefore, intending to be legally bound hereby, the parties agree as follows:

1. **EFFECT OF AGREEMENT.** This BA AGREEMENT amends, supplements and is made a part of any and all agreements between UNIVERSITY and BUSINESS ASSOCIATE, regardless of whether the agreement(s) shall have been entered into before or after the Effective Date of this BA AGREEMENT. To the extent that the terms of the agreement(s) are inconsistent with the terms of this BA AGREEMENT, the terms of this BA AGREEMENT shall control.

2. **DEFINITIONS.**

2.1 "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including 45 CFR §164.402, as well as California Civil Code §§ 1798.29 and 1798.82.

2.2 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including Section 13400(5).

2.3 "Electronic PHI" means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 160.103. For the purposes of this BA AGREEMENT, Electronic PHI includes all computerized data, as defined in California Civil Code §§ 1798.29 and 1798.82.

2.4 "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.5 "Medical Information" means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental or physical condition, or treatment and shall have the meaning given to such term under California Civil Code § 56.05.

2.6 "Protected Health Information" ("PHI") means any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR § 160.103. For the purposes of this BA AGREEMENT, PHI includes all medical information and health insurance information as defined in California Civil Code §§ 56.05 and 1798.82.

2.7 "Secretary" means the Secretary, Department of Health and Human Services, or his or her designee.

2.8 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.9 "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of an Encryption or Destruction technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) of the HITECH Act on the Health and Human Services Web site, as such guidance may be revised from time to time, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.402.

2.9.1 "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including 45 CFR § 164.304.

2.9.2 "Destruction" means the use of a technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed. Redaction is inadequate for the purposes of destruction.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

3.1 Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may use, access, and/or disclose PHI received by BUSINESS ASSOCIATE solely for the purpose of performing a function or activity for or on behalf of the University. To the extent the BUSINESS ASSOCIATE carries out one or more of UNIVERSITY's obligation(s) under Subpart E of 45 CFR Part 164, BUSINESS ASSOCIATE must comply with the requirements of Subpart E that apply to the UNIVERSITY in the performance of such obligation(s).

3.1.1 Minimum Necessary. With respect to the use, access, or disclosure of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall limit such use access, or disclosure, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, access, or disclosure. BUSINESS ASSOCIATE shall determine what constitutes the minimum necessary to accomplish the intended purpose in accordance with HIPAA, HIPAA Regulations and any applicable guidance issued by the Secretary.

3.1.2 Documentation of Disclosures. With respect to any disclosures of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall document such disclosures including, but not limited to, the date of the disclosure, the name and, if known, the address of the recipient of the disclosure, a brief description of the PHI disclosed, and the purpose of the disclosure.

3.1.3 Modification of PHI. Except as permitted under section 3.10.2 below, BUSINESS ASSOCIATE shall not modify any existing data to which it is granted access other than to correct errors, or derive new data from such existing data. BUSINESS

ASSOCIATE shall record any modification of data and retain such record for a period of seven (7) years.

3.1.4 Electronic Transaction Standards. Where applicable, BUSINESS ASSOCIATE shall adhere to the transaction standards as specified in 45 CFR §§ Parts 160 and 162.

3.2 Other Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may, if necessary and only to the extent necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE's business, (ii) to provide data aggregation services relating to the health care operations of UNIVERSITY, or (iii) to carry out BUSINESS ASSOCIATE's legal responsibilities, subject to the limitation in section 3.3, below. BUSINESS ASSOCIATE shall obtain reasonable assurances from the person to whom the PHI is being disclosed that, as required under this BA AGREEMENT, the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. BUSINESS ASSOCIATE shall require that any Breaches or Security Incidents be immediately reported to BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall then report the Breach or Security Incident to UNIVERSITY in accordance with section 3.7.

3.3 Nondisclosure of PHI. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose UNIVERSITY's PHI other than as permitted or required under any agreement it has with University, including this BA AGREEMENT, or as required by law or regulation.

3.3.1 Disclosures Required by Law. In the event BUSINESS ASSOCIATE is required by law to disclose PHI, BUSINESS ASSOCIATE shall promptly notify UNIVERSITY of such requirement. BUSINESS ASSOCIATE shall give UNIVERSITY sufficient opportunity to oppose such disclosure or take other appropriate action before BUSINESS ASSOCIATE discloses the PHI.

3.3.2 Legal Process. In the event BUSINESS ASSOCIATE is served with legal process or a request from a governmental agency that may potentially require the disclosure of PHI, BUSINESS ASSOCIATE shall promptly, and in any case within two (2) business days of its receipt of such legal process or request, notify UNIVERSITY. BUSINESS ASSOCIATE shall not disclose the PHI without UNIVERSITY'S consent unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

3.4 Prohibition on Sale of PHI for Remuneration. Subject to the limitations set forth in Section 13405(d)(2) of the HITECH Act, BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for any of UNIVERSITY's PHI unless BUSINESS ASSOCIATE first obtains authorization from UNIVERSITY. UNIVERSITY shall not grant such authorization unless the subject of the PHI has granted UNIVERSITY a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the individual's PHI.

3.5 Security Standards. BUSINESS ASSOCIATE shall take appropriate security measures (i) to protect the confidentiality, integrity and availability of UNIVERSITY's Electronic PHI information that it creates receives, maintains, or transmits on behalf of the UNIVERSITY and (ii) to prevent any use or disclosure of UNIVERSITY's PHI other than as provided by the Agreement and this BA AGREEMENT. Appropriate security measures include the implementation of the administrative, physical and technical safeguards specified in Subpart C of 45 CFR Part 164 of the HIPAA Security Rule.

3.6 Security Documentation. BUSINESS ASSOCIATE shall maintain the policies and procedures implemented to comply with section 3.5 in written form (paper or electronic). If an action, activity or assessment is required to be documented, BUSINESS ASSOCIATE shall maintain a written record (paper or electronic) of the action, activity, or assessment, shall retain the documentation for six (6) years from the date of its creation or the date when it last was in effect, whichever is later, make documentation available to those persons responsible for implementing the procedures to which the documentation pertains, and review documentation periodically, and update as needed, in response to environmental or operational changes affecting the security of the PHI.

3.7 Notification of Breaches and Security Incidents. BUSINESS ASSOCIATE shall notify UNIVERSITY in writing as soon as possible, but in no event more than two (2) business days, after BUSINESS ASSOCIATE becomes aware of any Breach of or Security Incident involving UNIVERSITY's PHI. BUSINESS ASSOCIATE shall be deemed to be aware of any Breach or Security Incident as of the first day on which such Breach or Security Incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. BUSINESS ASSOCIATE shall identify as soon as practicable each individual whose unsecured PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired, or disclosed during such Breach or Security Incident. BUSINESS ASSOCIATE shall cooperate in good faith with UNIVERSITY in the investigation of any Breach or Security Incident.

3.8 Prompt Corrective Actions. In addition to the notification requirements in section 3.7 above, and with prior notice to the UNIVERSITY, BUSINESS ASSOCIATE shall take (i) prompt corrective action to remedy any Breach or Security Incident, (ii) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by BUSINESS ASSOCIATE, and (iii) take any other action required by applicable federal and state laws and regulations pertaining to such Breach or Security Incident.

3.8.1 Notification of Corrective Action and Provision of Policies. BUSINESS ASSOCIATE will provide written notice to UNIVERSITY as soon as possible but no later than twenty (20) calendar days after discovery of the Breach or Security Incident of (i) the actions taken by BUSINESS ASSOCIATE to mitigate any harmful effect of such Breach or Security Incident and (ii) the corrective action BUSINESS ASSOCIATE has taken or shall take to prevent future similar Breaches or Security Incidents. Upon UNIVERSITY's request, BUSINESS ASSOCIATE will also provide to UNIVERSITY a copy of BUSINESS ASSOCIATE's policies and procedures that pertain to the Breach or Security Incident involving UNIVERSITY's PHI, including procedures

for curing any material breach of this BA AGREEMENT.

3.8.2 Lost or Indecipherable Transmissions. BUSINESS ASSOCIATE agrees to make reasonable efforts to trace lost or translate indecipherable transmissions. BUSINESS ASSOCIATE shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of BUSINESS ASSOCIATE.

3.9 RIGHTS and RESPONSIBILITIES of UNIVERSITY.

3.9.1 Right of UNIVERSITY to Accounting or Audit. Within fifteen (15) calendar days of UNIVERSITY's request, BUSINESS ASSOCIATE shall provide, at BUSINESS ASSOCIATE's expense, an audit or written accounting of the uses and disclosures of UNIVERSITY's PHI made by BUSINESS ASSOCIATE and its Agents, if: (i) UNIVERSITY receives credible information that there has been a Breach or Security Incident involving UNIVERSITY's PHI, or (ii) if UNIVERSITY determines that the written notice provided in section 3.8.1 does not provide sufficient assurances that the Breach or Security Incident involving UNIVERSITY's PHI has been remedied.

3.9.2 UNIVERSITY's Right to Terminate. If BUSINESS ASSOCIATE fails to provide the accounting or audit in a timely manner, or if UNIVERSITY is not satisfied that the corrective action is sufficient to reasonably prevent similar Breaches or Security Incidents in the future, UNIVERSITY may terminate its applicable agreements with BA in accordance with section 5, below.

3.9.3 Costs Related to Inappropriate Use, Access or Disclosure of PHI. If BUSINESS ASSOCIATE fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BA AGREEMENT or any other agreement it has with UNIVERSITY or if there is a Security Incident or Breach of PHI in BUSINESS ASSOCIATE's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, BUSINESS ASSOCIATE agrees to pay and reimburse UNIVERSITY for any and all costs, direct or indirect, incurred by UNIVERSITY associated with any Security Incident or Breach notification obligations. BUSINESS ASSOCIATE also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the UNIVERSITY of the Breach or Security Incident as required by this BA AGREEMENT.

3.9.4 Regulatory Compliance. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use, disclosure or security of PHI received from UNIVERSITY (or created or received by BUSINESS ASSOCIATE on behalf of UNIVERSITY) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining UNIVERSITY's and/or BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations.

3.9.5 Inspection of Records. Within thirty (30) calendar days after UNIVERSITY's written request, BUSINESS ASSOCIATE shall make available to

UNIVERSITY and its authorized agents, during normal business hours, all facilities, systems, procedures, records, books, agreements, policies and procedures relating to the use and/or disclosure of UNIVERSITY's PHI for purposes of enabling UNIVERSITY to determine BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations.

3.10 Rights of Individuals.

3.10.1 Individual's Right to Request Restrictions of PHI. BUSINESS ASSOCIATE shall notify UNIVERSITY in writing within five (5) business days after receipt of any request by individuals or their representatives to restrict the use and disclosure of the PHI BUSINESS ASSOCIATE maintains for or on behalf of UNIVERSITY. Upon written notice from UNIVERSITY that it agrees to comply with the requested restrictions, BUSINESS ASSOCIATE agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of UNIVERSITY.

3.10.2 Individual's Request for Amendment of PHI. BUSINESS ASSOCIATE shall inform UNIVERSITY within five (5) business days after receipt of any request by or on behalf of the subject of the PHI to amend the PHI that BUSINESS ASSOCIATE maintains for or on behalf of UNIVERSITY. BUSINESS ASSOCIATE shall, within twenty (20) calendar days after receipt of a written request, make the subject's PHI available to UNIVERSITY as may be required to fulfill UNIVERSITY's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526. BUSINESS ASSOCIATE shall, as directed by UNIVERSITY, incorporate any amendments to UNIVERSITY's PHI into copies of such PHI maintained by BUSINESS ASSOCIATE.

3.10.3 Individual's Request for an Accounting of Disclosures of PHI. BUSINESS ASSOCIATE shall document all disclosures of PHI and, within twenty (20) calendar days after receipt of a written request, make available to UNIVERSITY, and, if authorized in writing by UNIVERSITY, to the subject of the PHI, such information maintained by BUSINESS ASSOCIATE or its agents as may be required to fulfill UNIVERSITY's obligations to provide an accounting for disclosures of UNIVERSITY's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR § 164.528, and the HITECH Act, including, but not limited to Section 13405(c).

3.10.4 Electronic Health Records. If BUSINESS ASSOCIATE, on behalf of UNIVERSITY, uses or maintains Electronic Health Records with respect to PHI, UNIVERSITY may provide an individual, upon the individual's request, with the name and contact information of BUSINESS ASSOCIATE so that the individual may make a direct request to BUSINESS ASSOCIATE for an accounting of disclosures made by BUSINESS ASSOCIATE during the three (3) years prior to the date on which the accounting is requested or as otherwise provided under the HITECH Act Section 13405(c)(4)(A) or Section 13405(c)(4)(B).

3.10.5 Access to PHI by the Individual. If UNIVERSITY determines that an individual's PHI is held solely by BUSINESS ASSOCIATE or if BUSINESS

ASSOCIATE is acting on behalf of UNIVERSITY to provide access to or a copy of an individual's PHI, BUSINESS ASSOCIATE shall, within five (5) calendar days after receipt of a written request, make available to UNIVERSITY, and, if authorized in writing by UNIVERSITY, to the subject of the PHI, such information as may be required to fulfill UNIVERSITY's obligations to provide access to or provide a copy of the PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.524.

3.10.6 Access to Certain Information in Electronic Format. If BUSINESS ASSOCIATE uses or maintains Electronic Health Records with respect to PHI on behalf of UNIVERSITY, BUSINESS ASSOCIATE shall, upon request of UNIVERSITY, provide UNIVERSITY with the requested Electronic Health Record in an electronic format.

3.11 Compliance with Law. In connection with all matters related to this BA AGREEMENT, BUSINESS ASSOCIATE shall comply with all applicable federal and state laws and regulations, including, but not limited to, HIPAA, the HIPAA Regulations, 45 CFR §§ Parts 160, 162 and 164, and the HITECH Act, Subtitle D, part 1, California Civil Code §1798.29 and California Health and Safety Code §1280.15, as they may be amended from time to time.

4. BUSINESS ASSOCIATE'S AGENTS. Other than as expressly authorized herein, BUSINESS ASSOCIATE will provide UNIVERSITY's PHI only to persons or entities, including subcontractors, that have an agency relationship to BUSINESS ASSOCIATE and that have been approved in advance by UNIVERSITY ("Agents"). BUSINESS ASSOCIATE will provide PHI to Agents solely for the purposes of carrying out the Agreement.

4.1 BUSINESS ASSOCIATE shall require such Agents to agree to the same restrictions and conditions that are imposed on BUSINESS ASSOCIATE by this BA AGREEMENT, and to provide written assurance of such agreement, including, but not limited to, sections 3.5 ("Security Standards"), 3.6 ("Security Documentation") and 3.7 ("Notification of Breaches and Security Incidents").

5. TERMINATION AND OTHER REMEDIES.

5.1 Material Breach. A breach by either party of any material provision of this BA AGREEMENT shall constitute a material breach of the agreement(s) between UNIVERSITY and BUSINESS ASSOCIATE. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

5.1.1 Terminate all applicable agreements, including this BA AGREEMENT, immediately if the other party has breached a material term of this BA AGREEMENT.

5.1.2 Terminate the applicable agreement(s), including this BA AGREEMENT, unless the other party, within five (5) business days, provides a plan to cure the breach and, within fifteen (15) business days, cures the breach;

5.1.3 In the case of a material breach of the BA AGREEMENT, if

termination is not feasible, upon the non-breaching party's request, the breaching party shall:

(a) at its expense, provide a third-party review of the outcome of any plan implemented under section 5.1.2. to cure the breach;

(b) at its expense, submit to a plan of monitoring and reporting to demonstrate compliance with the BA AGREEMENT.

5.2 Effect of Termination - Return or Destruction of PHI held by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE's Agents: Upon termination, expiration or other conclusion of the BA AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or, at the option of UNIVERSITY, provide for the Destruction of all PHI received from UNIVERSITY, or created and received by BUSINESS ASSOCIATE on behalf of UNIVERSITY in connection with the BA AGREEMENT, that BUSINESS ASSOCIATE or its Agents still maintains in any form, and shall retain no copies of such PHI. Within thirty (30) calendar days after the termination of this BA AGREEMENT, BUSINESS ASSOCIATE shall both complete such return or Destruction and certify in writing to UNIVERSITY that such return or Destruction has been completed.

5.3 Return or Destruction Not Feasible. If BUSINESS ASSOCIATE represents to UNIVERSITY that return or Destruction of UNIVERSITY's PHI is not feasible, BUSINESS ASSOCIATE must provide UNIVERSITY with a written statement of the reason that return or Destruction by BUSINESS ASSOCIATE or its Agents is not feasible. If UNIVERSITY determines that return or Destruction is not feasible, this BA AGREEMENT shall remain in full force and effect and shall be applicable to any and all of UNIVERSITY's PHI held by BUSINESS ASSOCIATE or its Agents.

5.4 Other Remedies. Notwithstanding the foregoing rights to terminate the Agreement, UNIVERSITY shall have such other remedies as are reasonably available at law or equity, including injunctive relief.

5.5 Civil and Criminal Penalties. BUSINESS ASSOCIATE understands and agrees that it is subject to civil or criminal penalties applicable to BUSINESS ASSOCIATE for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act.

6. CHANGES TO THIS BA AGREEMENT.

6.1 Compliance with Law. The parties acknowledge that state and federal laws and regulations relating to electronic data security and privacy are rapidly evolving and that additional obligations and responsibilities may be imposed on BUSINESS ASSOCIATE to ensure compliance with the new laws and regulations. The parties specifically agree to comply with all applicable laws and regulations and take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI, without need to amend or modify this BA AGREEMENT.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In addition to any general and/or professional liability insurance coverage required of BUSINESS ASSOCIATE under the Agreement, BUSINESS ASSOCIATE agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the security, privacy, or confidentiality obligations of BUSINESS ASSOCIATE, its officers, employees, agents and subcontractors, under this BA AGREEMENT. Such insurance coverage shall be maintained for the term of the Agreement, and a copy of such policy or a certificate evidencing the policy shall be provided to UNIVERSITY at UNIVERSITY's request.

7.2 Indemnification by BUSINESS ASSOCIATE. BUSINESS ASSOCIATE agrees to defend, indemnify, and hold harmless UNIVERSITY, its officers, employees and agents from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such claims, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of BUSINESS ASSOCIATE, its officers, employees or agents.

7.3 Indemnification by UNIVERSITY. UNIVERSITY agrees to defend indemnify, and hold harmless BUSINESS ASSOCIATE, its officers, agents and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such claims, liabilities, demands, damages, losses, costs and expenses (including reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees or agents.

8. MISCELLANEOUS PROVISIONS.

8.1 Assistance in Litigation or Administrative Proceedings. BUSINESS ASSOCIATE shall make itself, and any employees or agents assisting BUSINESS ASSOCIATE in the performance of its obligations under this BA AGREEMENT, available to UNIVERSITY at no cost to UNIVERSITY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against UNIVERSITY, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy.

8.2 Independent Contractor. BUSINESS ASSOCIATE is an independent contractor and nothing in this BA AGREEMENT is intended to create or imply an agency or employment relationship between UNIVERSITY and BUSINESS ASSOCIATE.

8.3 No Third-Party Beneficiaries. Nothing express or implied in this BA AGREEMENT is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person or entity other than UNIVERSITY, BUSINESS ASSOCIATE and its respective agents, successors or assigns.

8.4 Number. Where the context admits, words in the plural include the singular, and the singular includes the plural.

8.5 Survival. The obligations of BUSINESS ASSOCIATE under Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 5.2, 5.3, 5.5, 7.2, 7.3, and 8.1 of this BA AGREEMENT shall survive the termination of any agreement between UNIVERSITY and BUSINESS ASSOCIATE.

8.6 Notices. Any notices to be given to either party shall be made via U.S. Mail or express courier to the address given below and/or via facsimile to the facsimile telephone numbers listed below.

If to BUSINESS ASSOCIATE, to:
to:

With a copy (which shall not constitute notice)

Kelly Services
2175 N. California Blvd Ste 205
Walnut Creek CA 94596

Attention: TAMI TROYELL

Attention: _____

Fax: 925-935-9981

Fax: _____

If to UNIVERSITY, to:
to:

With a copy (which shall not constitute notice)

Attention: _____

Attention: _____

Fax: _____

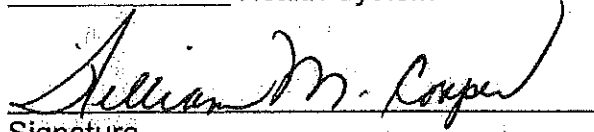
Fax: _____

Each party may change its address and that of its representative for notice by giving notice in the manner provided above.

IN WITNESS WHEREOF, the parties hereto have duly executed this BA AGREEMENT.

The Regents of the University of California
on behalf of its University of California
Health System

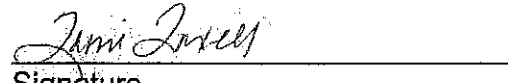
[Name of BUSINESS ASSOCIATE]


Signature

William M. Cooper, C.P.H.
Printed Name

AVP & CPO
Title

9/16/14
Date


Signature

Tami Troxell
Printed Name

Vice President
Title

April 22, 2015
Date

EXHIBIT B

For filing purposes, provide the user's name: _____

University of California Electronic Information Resources

User Agreement for the University of California Office of the President (UCOP)

Individuals who use University of California electronic information resources **must sign this agreement as a condition of access to those resources** indicating that they have read and understand the statements in this document and that they agree to comply with applicable policies and laws governing the use of electronic information resources and the protection of data privacy. The user agreement is available online at <http://www.ucop.edu/information-technology-services/services/user-agreement/index.html>.

The University may provide employees, independent consultants/contractors, and other individuals access to electronic information resources including

- computers
- telecommunications devices, voicemail, and fax machines
- smartphones and PDAs
- video and audio equipment
- e-mail and electronic calendars
- Internet (e.g., the web) and UCOP network access
- systems access

in order to fulfill their responsibilities to the University of California. The University reserves the right to restrict or rescind access to these resources at its discretion.

Individuals are required, as a condition of being granted use of and access to University electronic information resources,

- to abide by University policies that govern use of these resources,
- to protect and maintain the privacy and confidentiality of University information to which they have access,
- and to disclose confidential information only under certain conditions allowed by University policy.

Use of UCOP Electronic Information Resources

Users are expected to abide by all applicable policies and laws when using University electronic information resources. Users are held accountable for misuse and are disciplined in accordance with applicable University human resources policies. Examples of misuse include but are not limited to the activities in the following list:

- Violating any applicable state or federal law or regulation
- Using resources for personal financial gain or non-University commercial purposes
- Accessing resources for personal use so that the University incurs noticeable, incremental costs through lost productivity, direct charges, or interference with University operations
- Using e-mail for unauthorized mass messaging, such as distribution of chain or spam e-mail messages, which causes excessive strain on electronic communications resources
- Sharing or providing access to resources, such as University-issued computers, with unauthorized individuals

- Installing unauthorized software or equipment
- Disclosing confidential or sensitive information without consent or authorization
- Violating policy or measures intended to ensure network, computer, and data security and to safeguard against theft or loss
- Violating copyright law, such as sharing copyrighted electronic material without permission or otherwise engaging in illegal filesharing activities
- Violating terms of software licensing agreements
- Creating a hostile work environment
- Using a departmental or functional e-mail account (e.g., deptname@ucop.edu or assistant@ucop.edu) or mailing list (e.g., Listservs) for unofficial or unauthorized purposes
- Assuming a false identity, or masking the identity of an account or machine without permission
- Implying University endorsement of a product, service, or statement of a non-University entity without approval
- Giving the impression, without authorization, of representing a position, giving opinions, or making statements on behalf of the University or a University unit
- Using the University's name or seal without appropriate authorization

Access to Electronic Communications Records

The University of California Electronic Communications Policy (ECP) governs access to electronic communications records.

Monitoring of Content

As a general policy matter, the University does not monitor the content of electronic communications without the user's consent. However, users should be aware that access to and inspection of electronic communications (including e-mail) *may be granted or required* under certain conditions as set forth in the ECP (for example, where there is reason to believe a law has been violated, or when there is a critical time-sensitive operational need). The ECP's procedures for nonconsensual access will be followed where necessary. Users should also be aware that access to, inspection of, and preservation of relevant electronic communications (including e-mail) is *required by federal law* when the University reasonably anticipates that a lawsuit may be filed against it or is engaged in legal action.

Unplanned Absences or Separation

Users are advised that in the case of an unplanned, extended absence, the University may find it necessary to access an individual's electronic communications in order to ensure business continuity. Such access will be conducted with the least perusal of contents possible, per the ECP. The individual will be informed of the access upon return to work. After an individual separates from the University, the University may access electronic communications records for business purposes and may destroy electronic files, including e-mail.

Protection of Personal or Confidential Information

Access to University information, including data records, is authorized for University employees or other users when necessary for them to perform assigned duties. Such use must be in accordance with assigned duties. The University electronic information resources, including corporate systems, to which users are provided access may contain information or data records pertaining to members of the University of California that are defined as personal or confidential under University policy and the State of California Information Practices Act of 1977 (IPA). The IPA applies to virtually all University records containing personal or confidential information and is intended to protect the privacy of individuals about whom records are maintained. Personal information about students is protected pursuant to the federal regulations implementing the Family Education Rights and Privacy Act of 1974 (FERPA), and the

University of California Policies Applying to Disclosure of Information from Student Records. These policies preclude the intercampus exchange of confidential student data except in limited circumstances.

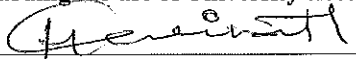
Individuals provided access to confidential or other sensitive information must take measures to safeguard it from unauthorized access, release, or disclosure. Examples of frequently used personal data elements that must be protected include gender, ethnicity, home address and telephone number, date of birth, income tax withholding data, citizenship, Social Security number, and personal health information. Some examples of confidential business information that must be protected include performance evaluations, peer reviews, negotiation details, and risk management information.

Relevant University Policies

- University of California Electronic Communications Policy: <http://www.ucop.edu/information-technology-services/policies/electronic-communications.html>
- Policies Applying to the Disclosure of Information from Student Records: <http://policy.ucop.edu/doc/2710533/PACAOS-130>
- RMP-7, "Privacy of and Access to Information Responsibilities:" <http://policy.ucop.edu/doc/7020462>
- RMP-9, "Guidelines for Access to University Personnel Records by Government Agencies:"
 - RMP-9a: <http://policy.ucop.edu/doc/7020464>
 - RMP-9b: <http://policy.ucop.edu/doc/7020465>
 - RMP-9c: <http://policy.ucop.edu/doc/7020466>
- Guidelines for Purchase and Use of Cell Phones and Other Portable Electronic Resources: <http://policy.ucop.edu/doc/3420357>
- UC Personnel Policies for Staff Members 62: <http://policy.ucop.edu/manuals/personnel-policies-for-staff-members.html>
- Collective Bargaining Agreements: http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_agreements.html
- Key Points on Use of E-mail at UCOP: <http://ucop.edu/information-technology-services/services/ucop-it-services/accounts-e-mail-and-calendar/key-points-on-use-of-e-mail-at-ucop.html>
- Acceptable Use of UCOP Electronic Information Resources: <http://www.ucop.edu/information-technology-services/policies/ucop-it-policies-and-guidelines/acceptable-use-of-ucop-electronic-information-resources.html>
- UCOP IT Policies: <http://ucop.edu/information-technology-services/policies/ucop-it-policies-and-guidelines/index.html>

Agreement and Signature

I agree to comply with University policies and state and federal laws and regulations, as described above, regarding the use of University electronic information resources and the protection of sensitive data.



Signature of User

Harinath Vangeti

Print User Name

09/30/2016

Date

334-492-9111

User's Telephone Number

A copy of the signed agreement should be provided to the user. For employees, the original signed agreements must be kept in the personnel files. For consultants/contractors and others, the original must be retained by the department that sponsored the individual's access.

EXHIBIT C

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
OFFICE OF THE GENERAL COUNSEL

BERKELEY * DAVIS * IRVINE * LOS ANGELES * MERCED * RIVERSIDE, SAN DIEGO * SAN DIEGO * SAN FR

1111 Franklin Street, 8th Floor, Oakland, California 94607



BARBARA * SANTA CRUZ

Charles F. Robinson
VICE PRESIDENT AND GENERAL COUNSEL

Writer's direct line: (510) 987-0171
E-mail: hoyt.sze@ucop.edu

VIA EMAIL (steve.mccarthy@kellyservices.com)

July 23, 2021

Steve McCarthy
Regional Director
Kelly Services, Inc.
2175 N. California Blvd.
Suite 205
Walnut Creek, CA 94596

Re: Notice of Indemnity Claim – Kelly Services, Inc.

Pursuant to Agreement UCOP-197, by and among The Regents of the University of California (the "UC") and Kelly Services, Inc. ("Supplier"), as amended, the UC is required to provide Supplier prompt notice of any matter which could give rise to a right of indemnification under Terms and Conditions, Article 8. The UC has been made aware of circumstances that could give rise to a right of indemnification and, therefore, tenders this notice of a potential indemnity claim to Supplier.

As we discussed in late March 2021, the UC learned of serious allegations against a contractor of Supplier named Harinath Vangeti. The UC was notified by Wells Fargo that Wells Fargo through their data loss prevention program had discovered personal information of UC employees on a USB drive that was plugged into a Wells Fargo laptop. The USB drive was inserted into the Wells Fargo laptop on February 26, 2021. The laptop belonged to Ms. Sowmya Kota, an individual who was a Wells Fargo contractor at the time who was married to Mr. Vangeti. Ms. Kota was also a contractor of Supplier at a prior time period. According to Mr. Vangeti, he plugged in a USB drive into the wrong port of his wife's docking station while working on his personal finances. Upon learning of these allegations, the UC notified the FBI who commenced an investigation.

While there are no formal complaints or lawsuits pending at this time, the UC nonetheless felt it prudent to provide Supplier with written notice of a potential indemnity claim. This letter constitutes such written notice. Under Agreement UCOP-197, Supplier has a duty to indemnify the UC for any losses arising under the Agreement including the contractual performance by Supplier's contractors and agents if such losses are due to the acts or omissions of such contractors or agents. Terms and Conditions, Article 8. Such losses include any and all

costs associated with notification to individuals, call centers, credit monitoring or identity restoration, personnel time in response, penalties, attorney's fees or court costs related to a breach. Appendix – Data Security and Privacy, Article 14. At this time, the UC is unable to provide a definitive calculation of its expected losses as a result of the alleged misconduct. Moreover, this notice is given without the benefit of formal discovery and is subject to amendment and/or supplementation. The UC reserves the right to amend this indemnification notice.

Please note that Agreement UCOP-197 also obligates Supplier to make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to the UC at no cost to the UC to testify as witnesses, or otherwise, in the event of investigations relating to the Goods of Services. Terms and Conditions, Article 36. We appreciate your assistance in gathering information related to this matter in late March 2021 and look forward to your continued cooperation.

Finally, we initially requested in late March 2021, and we continue to request, that Supplier and its employees take all necessary steps to ensure that they preserve and retain any and all work-related materials regarding Mr. Vangeti or any individuals on his team as well as Ms. Kota. This request includes but is not limited to work-related information that is stored in any medium, including electronically or in hard copy and should be interpreted broadly to include all written, recorded, or graphical material of every kind in whatever state, whether draft or final, original, or reproduction, internal or otherwise. This request includes correspondence, electronic files such as Microsoft Word, Excel or PowerPoint documents, e-mails, email attachments, instant messages, text messages, wikis, blogs, social networking posts, information on any intranet, website, file server, database, workgroup site such as Box or DropBox, local computer hard drives, and any other electronic information or computer files, memoranda, notes (whether typed or handwritten), log files, transaction records, recordings of any type, contracts, memoranda or notes of telephone conversations or meetings (whether work related or personal), diaries, desk calendars, contact lists, address book entries, pamphlets, manuals, company policies, statements, notices, reports, faxes, minutes of meetings, computer runs, printouts, tabulations, charts, graphs, guides, outlines, summaries, abstracts, studies, data stored on any mobile device or computer media such as thumb drives, CD, DVDs, or material similar to any of the foregoing. This request includes any materials related to Mr. Vangeti or Ms. Kota themselves including but not limited to their personnel file or background checks. It is recommended that you inform all relevant employees, contractors, and agents, including your

contractor STB, regarding the obligation not to destroy, alter, discard, or delete all non-electronic and electronic data and documents pertaining to Mr. Vangeti or his team members, or Ms. Kota.

Thank you in advance for your cooperation with this matter.

Very truly yours,



Hoyt Sze
Managing Counsel

HS/bs

cc: Michelle LeBeau
Tami Troxell
Norman Hamill
Maribeth Kane