

# **RFP 04212025 - Exhibit B - Service Based Requirements**

This section sets forth the specific Service Based Requirements for participation in this RFP and awarded program.

## **Service Requirements**

### **A. Qualified Personnel**

Supplier shall provide, qualified, trained temporary staffing/professional services personnel, on an as-needed basis determined by the University of California Davis Health (UCDH). Receipt of award does not guarantee that UCDH will request any temporary staffing/professional services personnel during the period of the Agreement. UCDH 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 the supplier for consideration. References and previous employers listed on resumes may be contacted by UCDH as well as possible candidate background checks. UCDH 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. UCDH reserves the right to reject any temporary staffing candidate proposed by supplier. Project work will be scheduled with a minimum of inconvenience to UCDH and conducted on-site during regular UCDH 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. UCDH 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, UCDH will review the situation which may result in the Termination of the Agreement.

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## **D. Background Checks**

Supplier will arrange for background checks, verifications, references, and other investigations, as requested, as part of the overall assessment of candidates presented for consideration.

Supplier warrants that professional services staff, including staff who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement, Supplier is solely responsible for complying with all local laws (including tax and payroll). Temporary Staff will have had a full background check initiated by Supplier and that the Temporary Staff will have no known criminal records or criminal charges which would in any way affect the ability of Temporary Staff, to discharge their responsibilities according to the highest ethical standards. Supplier is solely responsible for complying with all local laws (including tax and payroll). In addition, professional services staff will have a full background check to discharge their responsibilities in regard to patient and financial data and the systems that process such information. Background checks will include, but are not limited to, reference checks and criminal checks.

All felony and misdemeanor convictions (except marijuana related offenses greater than two years old) must be reported to UCDH and may result in the Temporary Staff being prohibited from performing work at UCDH. Acceptable background screening will consist of the last seven years residence and employment verification. The background screen will also include a criminal conviction records investigation conducted by any third-party agencies that adheres to the California Investigative Consumer Reporting Agencies Act. A criminal convictions records investigation will consist of a records search (documented by a written report retained by supplier) by the appropriate law enforcement or other local or state agency in each location in which the Temporary Staff has resided and worked in during at least seven years preceding the date of the criminal conviction records investigation. UCDH may require persons, before entering UCDH premises, to complete a criminal convictions questionnaire. In the event that UCDH has grounds to believe that a Temporary Staff falsified his or her criminal convictions questionnaire in any way, such person will not perform any work for UCDH or enter onto UCDH premises. UCDH reserves the right, at its discretion, to request from supplier documentation of the completion of a criminal conviction records investigation for any Temporary Staff assigned to work on UCDH premises. Supplier's failure to have completed a criminal convictions investigation of any of its Temporary Staff in accordance with this clause will be grounds for immediate expulsion of the Temporary Staff and UCDH will have the right to terminate the Agreement both with respect to the Temporary Staff and supplier.

## **E. Duration of Assignments**

The length of 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's employee shall return all property (such as keys, etc.) to UCDH's requesting department prior to departing

## **F. Right of Severance and Termination**

UCDH shall have the right to request removal of any specific supplier temporary worker for the following:

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

### **G. Right to Dismiss**

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

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

Supplier's personnel deemed unsatisfactory due to performance will be excluded from future assignments to UCDH based on but not limited to:

- Failure to demonstrate skills sufficient to perform duties assigned.
- Employee's noncompliance with UCDH'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 UCDH'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 the UCDH of California notification, the UCDH reserves the right to terminate the Agreement.

### **I. Supplier Response Time**

Orders/releases for personnel services will be initiated by UCDH 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.

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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 UCDH elects to terminate any temporary worker furnished by supplier for any reason, UCDH 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. UCDH will not pay premium rates for work beyond forty (40) hours in a Work Week.

#### **M. University of California Holidays**

Supplier furnished Temporary Staff will generally adhere to the UC's holiday schedule as referenced at <https://www.ucop.edu/local-human-resources/op-life/holiday-calendar.html>.

#### **N. Parking at the UCDH**

UCDH is not responsible for parking arrangements and parking fees for any temporary worker supplier may furnish under this order.

#### **O. Vehicles**

Supplier's temporary workers shall be required to use supplier owned vehicles or their own vehicles to reach job site locations of UCDH. Supplier's temporary workers shall not operate UCDH-owned vehicles.

#### **P. CAL-OSHA**

Supplier's temporary workers shall adhere to all CAL-OSHA regulations where and when applicable to their work environment.

#### **Q. ID Badges**

Supplier temporary workers may be required to wear UCDH furnished ID badges dependent upon their project assignment and work location.

#### **R. Supplier Training**

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

### **S. 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:	99%
2	Response to Initial Order:	Within (4) Hours
3	Placement of Short-Term (Under Six (6) Months) or Long-Term Positions (Over Six (6) Months):	Within (1) Business Day
4	RUSH Placements:	Within the Same Business Day
5	Customer Service Satisfaction	99%
6	Request for Reports:	Within (5) Business Day
7	Placement Accuracy:	100%
8	Invoice/Billing Accuracy:	99%

### **T. Subcontracting**

Supplier may subcontract out to other suppliers but must provide UCDH with the following:

1. The name(s) of the originating firm(s) from which the Candidate is provided.
2. The method utilized to compensate the Candidate, showing compensation originates from the awarded supplier(s)'s organization.
3. The subcontracted Candidate must meet all of the qualifications as if they were provided