

ATTACHMENT A TO PURCHASE AGREEMENT # XXXX

STATEMENT OF WORK # X

This Statement of Work (“SOW”) is issued pursuant to Purchasing Agreement # XXXX dated Month XX, 202X between UC Davis Health and Supplier (“Agreement”).

1. Title and Description of the Scope of Goods and/or Services

[Project background & provide general scope of services to be rendered].

2. Term of SOW

This SOW will begin on Month XX, 2024 (“Effective Date”) and continue through Month XX, 202X. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

UCDH reserves the right to cancel this contract at any time, for cause, without penalty to UCDH.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

[Enter the key tasks, activities, and their associated deliverables with the estimated completion timeframe here].

4. UC Obligations

[Enter any UC Obligations here].

5. Place(s) of Performance

[Specify if contractor will be remote or onsite. If onsite, include work location].

6. Key Personnel

Supplier’s Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	
Phone	
Email	
Address	

UC's Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	
Phone	
Email	
Address	

7. Reporting Requirements

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Assumptions

The following items are not included within the scope of Goods and/or Services to be provided under this SOW:

1. Assigned personnel will have the necessary and required technical expertise with each task.
2. Assigned personnel will work in partnership with UCD Staff.
3. Right to dismiss due to resource performance issues.
4. [Any additional assumptions can be added in list format here].

9. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Invoice/billing accuracy	-98%
Customer service satisfaction	-98%

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

10. Pricing, Invoicing Method, and Settlement Method and Terms

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

a) “Time and Materials Services” to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:

b) The rates applicable to each person who will render Time and Materials Services are as follows:

Name and Title of Person Rendering Services	Rate per Hour	Estimated No. of Days	Extended Cost of Fees
First and Last Name, Title			
Estimated Maximum Expenses (if any):			
Estimated Maximum Cost:			

11. Acceptance Criteria and Testing

Deliverables shall be delivered to the project manager upon completion. Project manager shall advise Supplier if deliverables are acceptable or provide feedback on needed changes to confirm acceptance of the work product. Should work product not be accepted, Supplier shall redo the work product to the satisfaction of the Project Manager.

12. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier’s receipt of UC’s Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier’s receipt of UC’s Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier’s response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier’s response to the Amendment, if any. Supplier’s implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

13. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA, on behalf
Of UC Davis Health.**

[SUPPLIER].

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)