

Guidance on	Regents Policy Generally Prohibiting Contracting for Services
Related Policy:	Regents Policy 5402
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Implementation Guidelines for Regents Policy Generally Prohibiting Contracting for Services

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I. DEFINITIONS

Certain terms have multiple meanings across the University of California (UC) system. This section defines how those terms are used in the Regents Policy Generally Prohibiting Contracting for Services (Regents Policy), AFSCME Collective Bargaining Agreement Article 5, and these Guidelines:

- **AFSCME:** American Federation of State, County and Municipal Employees is a labor union that represents two University bargaining units, the Service (SX) unit and the Patient Care Technical (EX) unit. AFSCME represented employees perform the majority Covered Services (defined below).
- **Bargaining Unit:** A defined group of employees who are represented by a single labor union (their exclusive representative) for purposes of collective bargaining and representation in the grievance process. For the Implementation Guidelines, this refers to the AFSCME SX and EX bargaining units.
- **Carve Outs:** These are the circumstances listed in Section B of the Regents Policy and Article 5 Section C of the AFSCME Collective Bargaining Agreement where contracting for Covered Services is allowed.
- **Contractor:** This is the organization contracting with UC to provide services. Contractor is the same as supplier with respect to the Regents Policy and Collective Bargaining Agreement Article 5.
- **Contract:** This is a legally binding agreement between a supplier and UC to provide goods or services. It is only enforceable if signed by authorized representatives of both the supplier and UC.
- **Collective Bargaining Agreement (CBA):** The contract executed between UC and AFSCME and ratified for SX bargaining unit employees on January 31, 2020, and for EX bargaining unit employees on February 7, 2020. For purposes of these Guidelines, Article 5 of the CBA takes precedence over the Regents Policy.
- **Covered Services:** This is work customarily performed by bargaining unit employees at the University, whether in whole or in part, including but not necessarily limited to the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services, billing and coding services, sterile processing, hospital or nursing assistant services, and medical imaging or other medical technician services.
- **In-sourcing:** In-sourcing occurs when service contracts are terminated or not renewed, and the work is transferred to UC employees either by converting the supplier's employees or hiring additional employees to fill newly created positions.

- **Operational Control:** Responsibility for the covered services in a lease agreement. When UC is a tenant, UC may have operational control of spaces it leases from third parties but generally would not have operational control over areas common to other tenants in a multi-tenant building. When UC is the landlord, UC generally has operational control of common areas and building maintenance services it provides in common to other tenants in a multi-tenant building.
- **Public Private Partnerships (P3s):** These are transactions that UC enters into with a third party partner from the private sector to develop assets such as student housing, medical offices, general office, or research facilities.
- **Registry Services:** For the purposes of the Guidelines, these are services performed by registry personnel in its clinical operations to address short-term staffing needs, including circumstances where the University's reasonable recruitment efforts to hire are unable to satisfy ongoing staffing needs.
- **Supplier Employees:** These individuals are sometimes referred to as contractors or contract workers. They are employed by the organization contracting with UC, and they provide services to UC.
- **UC Location:** These are campuses, medical centers, the Lawrence Berkeley Lab, and properties that the University has leased from or to a third party.

II. BACKGROUND

On November 14, 2019, the [Regents approved Regents Policy 5402: Regents Policy Generally Prohibiting Contracting for Services](#). This policy prioritizes the use of UC employees over contract workers to provide covered services whenever possible. Contracting for Covered Services should be used sparingly and treated as an option of last resort to address specified operational needs – not as a means to replace UC employees with lower-wage contract workers.

In addition, the Regents have made clear that Article 5 of the two CBAs takes precedence over the Regents Policy. Therefore, these guidelines have a stricter interpretation of how to address contracting for Covered Services than the Regents Policy itself may have.

Per Regents Policy, the actual job titles of supplier employees performing Covered Services do not need to match ASFCME titles; if a supplier employee provides a covered service that is the same as the work done by Bargaining Unit employees, then that position is covered under the Regents Policy and Article 5 of the CBA. In addition, the service must be currently performed (or have been performed in the immediate past) by union employees anywhere in the UC system.

If UC determines that it needs to contract for Covered Services, then the suppliers providing such services must pay their employees rates equivalent to the total compensation received by Bargaining Unit employees performing the same work.

This policy applies to Covered Services performed at a UC location. However, neither the Regents Policy nor Article 5 applies to construction or work typically performed by members of a skilled crafts or trades bargaining unit such as a plumber, electrician, or facilities mechanic.

NOTE: Covered Services do not include existing contracts for lease agreements for commercial tenants who provide direct to the public sales and services.

Send questions on these Guidelines, the Regents Policy, and AFSCME CBA Article 5 to:

contractingout@ucop.edu

III. IN-SOURCING

In keeping with the intent of this policy, UC is committed to bringing in-house Covered Services to the fullest extent possible. All contracts for Covered Services must be reviewed immediately to determine if the service can be in-sourced, starting with those covered services that have been contracted out for 12+ continuous months. The initial list of contracts to be in-sourced must be provided to the UC Office of Labor Relations in time for Labor Relations to provide notice to AFSCME by February 15, 2020.

To determine if a covered service can be in-sourced, the department owning the service contract and the local labor relations team must work together to analyze feasibility for in-sourcing. In addition, UC Procurement Services will work with the UCOP Office of Labor Relations to analyze systemwide contracts. Factors to consider include but are not limited to:

- Equipment needed to perform the service.
- Technical skills or expertise required to perform the service.
- Law, Federal requirement, contract or grant requirement, or court decisions or orders.

Local procurement teams have 12 months to terminate those existing contracts for covered services that can be terminated and that will be in-sourced. The 12-month period starts at the AFSCME CBA ratification date (for Service Unit employees) of January 31, 2020.

If the contract ends in less than 12 months, the work will be in-sourced at the time of contract expiration or at a mutually negotiated date if UC needs more time to hire and train workers. Contracts that end in 12 or more months (i.e. multi-year contracts) must, to the fullest extent possible, be negotiated to terminate at the earliest date the affected department can complete in-sourcing. In both cases, the termination date must be within the 12-month period, i.e. before January 31, 2021.

Example: If a multi-year contract to provide janitorial services will be in-sourced, then the Facilities department will work with Labor Relations and Human Resources to determine how quickly they can in-source the janitorial services. The Facilities department will then give the procurement team a target date for contract termination within the 12-month period, and the procurement team will negotiate the contract termination as close to the target date as possible.

NOTE: Any contracts identified for in-sourcing that are still outstanding at the end of the 12-month period must have strong justification for not meeting the deadline, and you must document all attempts made to meet the deadline.

Any RFPs or proposals in the pipeline for covered services must be reviewed to determine if in-sourcing is feasible. The RFPs and proposals must either be cancelled if services will be in-sourced or be amended to conform to the [contracting for covered services requirements](#) in the Regents Policy and Article 5 of the CBA.

Displacement of University Employees

Contracts for covered services cannot displace UC employees. This means UC employees cannot be demoted, laid off, or undergo an involuntary reduction in time as the result of a contract for covered services. Any proposed contract for Covered Services that would result in displacement must be canceled.

In-sourcing Supplier Employees

The intent of the Regents Policy and Article 5 of the CBA is to provide employment opportunities for current contract workers when possible, and in no case is this policy intended to result in a reduction in wages or benefits provided by a supplier to its employees.

UC must notify AFSCME when a UC location is ready to transition contracted covered service work. The notice must include the covered services being in-sourced, work location(s), estimated number of bargaining unit FTE, title(s), and the anticipated implementation date.

As part of the transition, the supplier's employees who have provided services at a UC location for either 1,000 hours over a rolling 12-month period or 35% time over a rolling 36-month period must be offered UC career employment. The UC position must be at the same location or a location within 10 miles of the location where they performed the contracted service.

NOTE: No employment time with the supplier providing Covered Services will be credited to UC service (e.g. time counted to vest for retirement benefits). This applies to both the in-sourced and the converted contract workers.

When hiring contract workers, each UC location needs to use a streamlined version of their standard hiring practices to avoid raising barriers to UC career employment for the

contract workers. This process is similar to a conditional offer of employment; if the contract workers meet these requirements, then they must be hired:

- Satisfactory UC background check
- Can meet job requirements (e.g. fitness level or special skills required to perform work)

Individuals hired under this policy will have a reduced probationary period of 3 months if they will perform the same duties as a UC career employee that they performed as a contract worker. The probationary period will remain 6 months if the contract worker is hired into a position performing different duties than the contract work.

NOTE: If a contract worker is disqualified for the initial position, they may be considered for another position at the same location. The local HR team should make every reasonable effort possible to find UC positions for these individuals.

IV. CONTRACTING FOR COVERED SERVICES

While the intent of this policy is to generally prohibit contracting for covered services, such contracting is permitted where it is required by law, Federal requirement, contract or grant requirement, or court decisions or orders. Contracting is also permitted with sheltered workshops¹. If contracting out is required to maintain federal funds, for example, then it is allowed under this policy.

In addition, Article 5 of the CBA has a limited number of circumstances (carve outs) where contracting for covered services is allowed. These are:

1. The services are needed to address an actual emergency. An emergency may include, but is not limited to, the need to prevent the stoppage of University operations or to ensure continuous operations at the University medical centers.
2. The employees capable of providing the required services are not available at the University location in sufficient quantity or do not possess the necessary level of expertise, or the services cannot be performed satisfactorily by University employees, or the services are of a specialized or technical nature and the expertise, knowledge, ability and/or equipment required is not available internally. This provision shall be interpreted narrowly and shall not be relied upon to avoid reasonable efforts to hire and train sufficient numbers of University employees.
3. The services are incidental to a contract for the purchase or lease of real or personal property. This includes services that are to be provided on property that the University has leased to or from a third party or through public private partnerships. This does not include arrangements where the University maintains operational control.

¹ Sheltered workshops are nonprofit organizations that provide employment opportunities for people with disabilities

4. The services are of such an urgent, temporary, or occasional nature that the delay resulting from their performance by University employees hired under the University's regular or ordinary hiring process, or the inefficiencies or difficulties in utilizing University employees, would frustrate the University's goals giving rise to the need for the services. This provision shall be interpreted narrowly and shall not be relied upon to justify the ongoing use of temporary workers.
5. The contractor will provide equipment, materials, facilities, or support services that could not be provided feasibly in the location where the services are to be performed. Services at remote facilities, which are those not within a 10-mile radius of a University campus, medical center, or Laboratory, may fall within this exception.
6. The services are performed by registry personnel in its clinical operations to address short-term staffing needs, including circumstances where the University's reasonable recruitment efforts to hire are unable to satisfy ongoing staffing needs.

NOTE: The language in carve outs 1-5 is consistent with, or stricter than, California Government Code 19130B. Number 6 is an additional carve out not addressed in the Code.

Example: There are two types of multi-year registry contracts, and they are treated differently under the Regents Policy and Article 5 of the CBA:

1. Registry contracts where a UC location draws from the registry for short-term needs. This work does NOT need to be in-sourced. The Regents Policy provides a carve out for the situation in which UC draws from a long-term registry contract for short-term needs such as vacancies due to medical leaves. Article 5 Sections C1, C4, and C6 of the CBA allow for this carve out as well.
2. Registry contracts where a UC location draws from the registry to fill a particular position for 12 months or more. For example, if a radiology department needs a radiology technician on a continuous basis for 12 months or more, the UC location should in-source the work if possible. This applies even if more than one individual performs the work during those 12 months.

The rationale for contracting out must be documented – including the specific carve out listed in Article 5 Section C of the AFSCME CBA, the reason why the carve out applies, and details of all efforts to in-source the service. In other words, demonstrate that your location has made every reasonable attempt to in-source the service before contracting out.

NOTE: The Regents Policy and Article 5 of the AFSCME CBA apply to any subcontractors that a supplier may use to provide covered services to UC. The supplier is responsible for ensuring that the subcontractors comply with both.

Wage and Benefit Parity

Contracts for covered services must include UC employee wage and benefit parity for the contract workers providing services to UC. Parity is defined as the cost equivalent of the following:

- Annual and hourly salary at Step 1 of the salary range for the entry level of the comparable UC classification (or if not entry, the most junior classification)
- UC benefits for health, dental, vision, life insurance, disability insurance, and retirement that a UC employee performing the same duties would receive (applied as a percentage of salary)

NOTE: UC employee retirement contributions are not a benefit that UC provides; employees are responsible for paying employee contributions. The benefits are calculated only on the UC contribution.

UC Systemwide Human Resources (Office of Labor Relations, Compensation, Retirement, and Benefits Programs and Strategy) will determine the wage and benefit parity on an annual basis and make that information available to all UC locations. The wage rate (i.e. annual and hourly salary) will be listed by title and location. The benefit parity will consist of a composite dollar amount for health benefits and a percentage to be applied to the wage rate for pension benefits. The final parity package will be calculated as follows:

Wage Rate + Pension Rate (Pension % x Wage Rate) + Health & Welfare Composite Amount = Wage and Benefits Parity Package

If an existing contract for covered services ends after January 31, 2021 (more than 12 months from AFSCME CBA ratification), then local procurement teams that amend the contracts must include an appendix that lists the parity rates for each title and location covered by the contract. Local procurement teams must also include the appendix listing the parity rates in new contracts. The appendices must be updated annually to reflect the next year's parity rates. UC Systemwide Human Resources will provide the updated wage and benefits parity package in January of each year.

Total compensation values will be assigned to each job category/title by matching the in-house job categories and/or titles with those of the contractors. Where job category/title matching cannot be accomplished, an evaluation of work performed will be conducted by the location labor relations team to match a contractor job category to an in-house job category performing the same or similar work.

The local Compensation Office should assist in determining which bargaining unit classification is most appropriate for determining the appropriate amount for purposes of the wage/benefit parity requirement.

NOTE: Paid time off (vacation, sick leave, and holidays) is included in the annual salary calculation and therefore not included in the list of benefits.

Converting Supplier Employees

In addition to hiring contract workers as part of in-sourcing a covered services contract, the University must exercise best efforts to identify supplier employees who are eligible for conversion to UC career employment. As part of this effort, departments contracting for covered services must post a notice to contract workers with the requirements for converting to a UC career employee, and the notice must be in a place where the contract workers are likely to see it.

The supplier employees must meet the following criteria to become qualified individuals (QIs) who can request conversion to a UC career employee:

- Perform the same services at the same UC location for 1,000 hours in a rolling 12-month period, OR
- Perform the same services at the same UC location at 35% time over a rolling 36-month period, AND
- Pass a background check
- Be eligible to work in the U.S.

The QI must submit a written request to the department specified in the UC location request form. UC must find a career position for the QI within 120 days of receiving the request. The UC position must be at, or within 10 miles of, the same UC location where the QI performs contracted services. The UC career position must also be one that the QI is qualified to perform although it may not have the same title or be in the same department as the QI's contract work.

The UC location will use the same streamlined hiring process for the QI as for in-sourcing contract workers. QIs hired under this policy will have a reduced probationary period of 3 months if they will perform the same duties as a UC career employee that they performed as a contract worker. If the QI is hired into a position requiring different duties than the contract work, the probationary period will remain 120 days.

NOTE: No employment time with the supplier providing covered services will be credited to UC service (e.g. time counted to vest for retirement benefits). This applies to both the in-sourced and the converted contract workers.

Contracts

Contracts for Covered Services must contain the Covered Services article in the Terms & Conditions of any new or amended contracts. In addition, the supplier must agree to pay employees [wage and benefit parity](#) as established by UC Systemwide Human Resources. The job titles subject to wage and benefit parity will be listed in an appendix to the contract along with their parity rates, and the appendix must be updated annually when the new parity rates are published.

If an existing contract with Covered Services ends before January 31, 2021 (within 12 months from AFSCME CBA ratification), then the contract must be allowed to expire. If the

UC location determines that they still need to contract for Covered Services, then they must put in place a new contract that includes the Covered Services article in the Terms & Conditions and add the Wage and Benefit Parity appendix. The wage and benefit parity will go into effect as soon as the new contract is signed.

Contracts that end in more than 12 months (i.e. multi-year contracts) must be amended to comply with the Regents Policy and Article 5 of the AFSCME CBA before January 31, 2021. For example, if a multi-year contract to provide Covered Services will not be in-sourced, then the contract must be amended to include the Covered Services article in the Terms & Conditions, as well as the Wage and Benefit Parity appendix, as soon as possible and by January 31, 2021. The supplier must agree to pay wage and benefit parity for the remainder of the contract starting from the date the amendment is signed.

Request for Proposal (RFP)

When the UC location is preparing an RFP for a service contract, the location Labor Relations Office and/or location Compensation Office will work with the department requesting the RFP to determine if the anticipated scope of work includes any covered services included in Article 5 Section C of the AFSCME CBA. UC Procurement Services will work with UCOP Office of Labor Relations to review scope of work for systemwide contracts.

If Covered Services will be included in the RFP, then the location must first determine if the work can be performed by UC employees. If the proposed RFP does meet the criteria for a carve out as per Article 5 Section C, then the location shall determine which University job classifications (e.g. Custodian, Food Service Worker) have job duties that are most comparable to the services listed in the scope of the RFP. The relevant classifications and the specific job duties must be included in the RFP along with the wage and benefit parity rate for each of those comparable job classifications.

The department must also attach the justification for contracting for Covered Services that includes the specific carve out listed in Article 5 Section C of the AFSCME CBA, the reason why the carve out applies, and details of all efforts to in-source the service.

Leasing and Public Private Partnerships

The obligations contained in Article 5 may apply to commercial leases and Public Private Partnerships. Given the complexity of these transactions, locations should send their questions to UCOP:

contractingout@ucop.edu

These questions will be directed to the appropriate department or departments at UCOP for a response.

Student Employees

The Regents Policy and Article 5 of the AFSCME CBA do not allow for the displacement of any UC employee. UC locations can therefore continue to use student employees to provide Covered Services on an as needed basis, and student employees are not subject to the policy provisions.

Employee Organizations

Notice

AFSCME 3299 must be notified before a UC location enters into, extends, or renews a contract valued at \$100,000 or more if that contract includes covered services. The notice must be sent to both the local AFSCME office and the AFSCME 3299 Executive Director. The notice must include the following:

- Duration
- Scope of work
- Wage and benefit parity package for covered services to be performed
- Dollar value of contract
- Work locations (if known)
- Justification for contracting out, including relevant carve out in Article 5, Section C

A draft of the notice should be shared with UCOP Labor Relations and the Office of the General Counsel prior to issuing it to AFSCME.

For RFPs, the UC location will provide AFSCME with a copy of the RFP when it is issued. If a proposed contract for covered services will not go through the RFP process, the UC location will provide AFSCME the relevant non-privileged information reasonably available for the contract at least 30 days before the contract is executed, extended, or renewed.

Within 14 days from the date of the University's notice, AFSCME may request a meeting to provide alternatives to the contract for covered services. AFSCME may also submit these alternatives in writing within the 14-day period.

If AFSCME requests a meeting or submits a written response, then the University must respond within 45 days of receiving AFSCME's response. The University must consider in good faith any alternatives proposed by AFSCME. If a meeting is to be held, then UC employees who need to attend the meeting will be released from work and paid straight time to attend. AFSCME may file a grievance challenging the University's decision to contract for services if it disagrees with the University's position after the meeting.

Expedited Grievance Process

If AFSCME believes an RFP or pending contract for covered services does not comply with the collective bargaining agreement, then AFSCME must file a grievance with the Executive Director – Labor Relations at the Office of the President no later than 14 calendar days after receiving the RFP or receiving notice of the pending contract. If

AFSCME requested a meeting to provide alternatives to contracting for covered services, then AFSCME has 14 calendar days from the meeting date to file the grievance.

Once the grievance is received, the Office of the President has 10 calendar days to issue a written response. If the Office of the President denies the grievance, then AFSCME can file an appeal to arbitration. The appeal must be filed within 10 calendar days from receipt of the University's response to the grievances. The arbitration will be conducted on an expedited basis as follows:

- Both parties agree to select the arbitrator from a mutually agreed-upon list of 5 arbitrators who have indicated a willingness to hear such cases on an expedited basis (where possible, within 30 calendar days of selection).
- The arbitrator shall determine whether Article 5. C. has been/would be violated.
 - If the arbitrator concurs with the University's determination, an existing contract for services shall remain in place. If the grievance was filed prior to the formation of a contract, the University may proceed with the contracting process.
 - If the arbitrator determines that the contract is inappropriate, then the contract must be terminated. If the grievance was filed prior to the formation of a contract, the University must stop the contracting process.
 - The arbitrator's decision shall not include any type of monetary award, or provisions for fees.
- The arbitrator's decision must be in writing and submitted simultaneously to both parties within 30 calendar days of the completion of the hearing. The arbitrator's decision shall be final and binding upon all parties.

V. FAIR WAGE/FAIR WORK

Contracting for covered services does not eliminate the need for Fair Wage/Fair Work (FW/FW). The services covered by the Regents Policy are a subset of the services covered by FW/FW, and both apply. FW/FW sets the minimum wage rate acceptable for a UC service contract, and the Regents Policy sets the parity rate for Covered Services. The wage portion of the parity rate must be \$15/hr. or higher as per FW/FW requirements.

NOTE: Contracting for Covered Services does include both services performed at a UC location and within 10 miles of a UC location. If the service is performed at a non-UC location, then FW/FW does NOT apply.

VI. ENFORCEMENT

Hotline

UC will provide the following mechanisms for Supplier Employees to report violations of the Policy:

- Worker hotline: A telephone hotline (855-WAGES-UC) allows Supplier Employees to report violations of the Policy.
- Online complaint registration system: An online mechanism for contract workers to register complaints directly with UC, through <http://www.universityofcalifornia.edu/hotline/>

Suppliers – Contract (Compliance Confirmation)

To ensure compliance, suppliers are required to confirm that they are paying UC wage and benefit parity to their employees providing covered services to UC. Existing contracts must be amended to include the contracting for covered services article in the Terms and Conditions (T&Cs), and any new contracts must include this article as well. In addition, the supplier must sign an appendix to the contract that states they will comply with the wage and benefit parity required by Article 5 Section B of the AFSCME CBA.

The appendix includes:

- The current year's parity for the services being provided.
- Language stating that suppliers must provide independent verification of policy compliance whenever UC requests it.
- Agreement that suppliers will, at their own cost, provide verification from either an outside firm or an independent internal audit team within 90 calendar days of receiving the request from UC.

Suppliers must sign the appendix to show that they will pay the listed parity to their employees who are providing services to UC and are eligible for parity under Article 5 Section B of the AFSCME CBA. The service contract will be amended annually to update the appendix with the next year's wage and benefit parity, and the supplier will be required to sign the amendment each year.

NOTE: If a supplier is found to be in violation of the Regents Policy or Article 5 of the AFSCME CBA, then the supplier must remedy the violation. If the supplier refuses or is unable to comply with the Regents Policy or Article 5, then the contract must be terminated.

Suppliers - Employee Notice

Suppliers are required to post notices of Regents Policy and Article 5 of the AFSCME CBA requirements in prominent and accessible places (such as break rooms and lunch rooms) where they may be easily seen by the suppliers' employees who perform covered services. UC will provide a template for the notice with a section for the wage and benefit parity agreed to in the service contract(s) as well as the hotline number and online complaint registration system UC has established to report violations of the Regents Policy and Article 5 of the AFSCME CBA.

UC Locations and UCOP - Reporting

There will be an annual report (due on February 15 of each year) of all contracts for covered services, regardless of amount or duration, for the Regents and AFSCME. This report will include the following:

- List of existing contracts
- Information on titles and wage/benefit parity rates in effect for each contract

The campuses will provide this information to UC Systemwide Procurement Services. The Medical Centers will generate their own reports and send them to UC Systemwide Procurement Services to collate with the campus reports.

Locations also need to track before and after costs for the departments affected by the Regents Policy and AFSCME CBA. Current costs for covered services must be captured by February 28, 2020 to create the baseline report. The same report needs to be run on an annual basis to compare to the 2020 report.

Local procurement teams will work with the Sustainable Procurement Working Group to monitor and report on policy impact to small and diverse businesses.

NOTE: These Guidelines will be reviewed at the end of each fiscal year to make adjustments consistent with the environment and circumstances at the time.

VII. RESOURCES

Send questions on these Guidelines, the Regents Policy, and AFSCME CBA Article 5 to:

contractingout@ucop.edu

Send requests to access the Wage and Benefits Parity Spreadsheets to:

Tracy Babbitt: Tracy.Babbitt@ucop.edu

Supporting Documentation

Additional information is available on the Procurement Services website:

<https://www.ucop.edu/procurement-services/policies-forms/index.html>

Related Documents:

For UC employees who do not perform covered services, the [Contracting for Services Guidelines](#) apply.

VIII. REVISION HISTORY

Revision Date: This Policy was remediated to meet Web Content Accessibility Guidelines (WCAG) 2.0.