STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. Allegan, Lansing MI 48913
P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

CONTRACT NO. 071B7700052
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	22nd Century Technologies, Inc.
	1 Executive Drive, Suite 285
	Somerset, NJ 08873
	Eva Gaddis-McKnight
	(888) 998-7284
	govt@tscti.com

STATE			
	Program Manager	See Section 4. Program Manager	Various
	Contract Administrator	Joshua Wilson	DTMB
		(517) 284-7027	
		WilsonJ31@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Temporary Employment Services Statewide			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
November 10, 2016	November 20, 2019	3 – 1 Year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
1NET30 and NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of our inquiring RFP No. 007116B0008339. Orders for delivery will be issued directly by Departments through the issuance of a Purchase Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		**$1,000,000.00**	

FOR THE CONTRACTOR:

22ND CENTURY TECHNOLOGIES, INC.
Company Name

Authorized Agent Signature

Authorized Agent **(Print or Type)**

Date

FOR THE STATE:

Signature

Tom Falik, Services Division Director
Name & Title

DTMB Procurement
Agency

Date

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and 22nd Century Technologies, Inc. ("**Contractor**"), a New Jersey corporation. This Contract is effective on November 10, 2016 ("**Effective Date**"), and unless terminated, expires on November 20, 2019. The period of November11, 2016 through November 20, 2016, will be for implementation and transition for the Contractor during this period. The Contractor must begin providing all services, without interruption, on November 21, 2016.

The Contract may be renewed in writing by mutual agreement of the parties. The Contract may be renewed for up to three (3) additional one (1) year periods.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Joshua Wilson Constitution Hall, 1st Floor, NE 525 West Allegan St. Lansing, MI 48909	Eva Gaddis-McKnight 1 Executive Drive, Suite 285 Somerset, NJ 08873 govt@tscti.com

WilsonJ31@michigan.gov (517) 284-7027	(888) 998-7284

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Joshua Wilson Constitution Hall, 1st Floor, NE 525 West Allegan St. Lansing, MI 48909 WilsonJ31@michigan.gov (517) 284-7027	Eva Gaddis-McKnight 1 Executive Drive, Suite 285 Somerset, NJ 08873 govt@tscti.com (888) 998-7284

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
See State Agency Buyer List at http://www.michigan.gov/documents/buymichiganfirst/State_Agency_Buyer_List_383041_7.pdf	Eva Gaddis-McKnight 1 Executive Drive, Suite 285 Somerset, NJ 08873 govt@tscti.com (888) 998-7284

5. **Performance Guarantee**. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Crime (Fidelity) Insurance	
Minimal Limits: $1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as Loss Payees.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a

retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

   Department of Technology, Management and Budget
   Financial Services – Cashier Unit
   Lewis Cass Building
   320 South Walnut St.
   P.O. Box 30681
   Lansing, MI 48909

   Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

   The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

   If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

   Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If

approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

    In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.
    Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.
    If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Reserved.**

18. **Reserved.**

19. **Warranty Period**. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

    Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

    The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

    The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

    The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

    Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written

allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. Reserved.

31. State Data.

a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.

d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.

e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the

loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

32. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Data Privacy and Information Security.

a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

(a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.

c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34. Reserved.

35. Reserved.

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Prevailing Wage.** This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements.

41. **Reserved.**

42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

    Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract No. 071B7700052
Temporary Employment Services - Statewide

EXHIBIT A
STATEMENT OF WORK
CONTRACT ACTIVITIES

1. Project Request

This is a Contract issued by the Department of Technology, Management and Budget (DTMB) for statewide temporary employment services. The maximum number of hours an employee may accrue in one (1) year for any given position may not exceed 832 hours. The duration of each assignment will depend upon the type of program as well as the vacancy at the agency level.

This Contract will also be available to other State Departments, MiDEAL members (authorized local units of government) and Extended Purchasing Program.

2. Background

Temporary Employment Services shall include but are not limited to clerical, financial, accounting, data analysis, food preparation, janitorial work, substitute teachers and a variety of general maintenance, labor and grounds keeping tasks. The specific skills required for the 33 positions included within this Contract are detailed in Section 3 and Exhibit D. These services are not restricted only to the positions listed. Additional disciplines may be added during the term of the Contract as needed.

The State will not contract with any temporary personnel agency or personnel management company other than the State Contractor(s), unless the Contract is unable to meet the State's staffing needs.

The State agency shall provide all necessary supplies and equipment to the temporary employee (parking may not be available).

The State agency's authorized coordinator is responsible for communicating overtime approval procedures to the Contractor. No overtime will occur without prior authorization of the State agency's authorized coordinator.

The State site supervisor is responsible for approving contract employee's time sheet.

The State agency coordinator shall provide the Contractor with the following information when requesting services:

1. Job Classification Title;
2. Duties;
3. Worksite location;
4. Supervisor name and telephone number;
5. Hours of work;
6. Length of assignment and any other miscellaneous information to aid in selection of the employee (i.e., professional skills specific to the assignment, software requirements, keyboards styles, # telephone lines, etc.).

3. Requirements

Contractor must provide deliverables, services and staff, and otherwise do all things necessary for or incidental to the performance of work.

a. The duties and responsibilities required of temporary employees shall cover a broad range of skill and experience levels. 32 positions have been defined to accommodate agency needs across a wide spectrum of experience levels. These positions are listed below:

1. Skilled Worker
2. Bookkeeper
3. Calculations Assistant
4. Communications Assistant
5. Data Coding Operator – Basic
6. Data Coding Operator – Intermediate
7. Data Coding Operator – Advanced
8. General Office Assistant
9. Secretary – Basic
10. Secretary – Intermediate
11. Executive Secretary – Advanced
12. Word Processor Operator
13. Accounting Technician
14. Departmental Technician
15. Legal Personnel – Not Attorneys
16. Analyst
17. Buyer
18. Specialist
19. Substitute Teacher – Automotive
20. Substitute Teacher – Cabinetmaking
21. Substitute Teacher – Certified Nurse Assistant
22. Substitute Teacher – Culinary Arts
23. Substitute Teacher – Custodial
24. Substitute Teacher – Customer Service
25. Substitute Teacher – Electronics
26. Substitute Teacher – Graphic Communications
27. Substitute Teacher – Ground Maintenance
28. Substitute Teacher – Machine Technology
29. Substitute Teacher – Office Automation
30. Substitute Teacher – Pharmacy Technician
31. Substitute Teacher – Retail Marketing
32. Substitute Teacher – Weatherization
33. Miscellaneous – Positions Not Defined [Additional disciplines may be provided during the term of the Contract, as needed. Delta/mark-up percentage in Exhibit C will be used based on position pay rate (Hourly Rate) to determine Billable Rate].

The duties and responsibilities required of these positions are described in Exhibit D.

b. The Contractor must provide temporary personnel services to State agencies (see Exhibit E for State regions).

c. The Contractor must provide temporary personnel services, Monday through Friday, 7:00 a.m. to 6:00 p.m., as needed by agencies statewide. Occasionally, the State may require a temporary to work on Saturdays, second or third shift or on official State Holidays.

d. The Contractor will provide those services requested based on their ability to conform to the job duties in Exhibit D.

e. The Contractor shall provide services on an as needed basis. The exact timing and scheduling of the Contractor's services shall be between the State agency's coordinator and the Contractor at the time of need.

f. The Contractor must explicitly advise all employees that the State is NOT their employer. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the State, as well as the State agency.

g. The Contractor must notify and provide services within 24 hours to the State agency. If orders cannot be filled by the Contractor within 24 hours, the Contractor must notify the State agency within that period of time. The requesting agency reserves the right to procure temporary services from the State's alternate Contractor(s) or other sources.

h. The Contractor must provide qualified temporary employees to the State. If there are two (2) consecutive failures by the Contractor to fill a position, the requesting agency reserves the right to procure temporary services from the State's alternate Contractor(s) or other sources.

i. The Contractor must not charge their employees a fee for employment placement. Note: The Contractor's "mark-up" must cover expenses, including but not limited to, employee benefits, unemployment insurance, liability insurance and other similar job related expenses. Contractor's temporary employee benefits include but are not limited to:

Health and Wellness	Retirement and Pecuniary Benefits	Time-Off Benefits
• Medical Insurance • Dental Insurance • Vision Insurance • Dependent Care Assistance Plan • Employee Assistance Program • Short Term and Long Term Disability • Business Travel Accident Insurance	• 401(k) Plan • Performance-based bonuses • Employee Referral Award Program (ERA) • 360-degree Review • Education & Training assistance • Tuition Reimbursement • Federal and state Unemployment • Relocation Assistance	• Holidays –10 standard holidays observed every year • Annual Holidays – 3 personal days • Vacations – Minimum 15 days • Sick Leave • Maternity Benefits • Parental Leave

j. **Overtime** – The Contractor must compensate the temporary employee at a rate of $1^{1/2}$ times the contracted rate when that employee completes more than 40 hours in a week. However, the Contractor must advise each employee of the State policy that no overtime shall be paid without prior authorization from the authorized State agency coordinator. The Contractor must obtain prior approval for all overtime scenarios.

k. At completion of the temporary assignment the Contractor must provide an evaluation form to the work site coordinator, to be completed by the temporary employee's supervisor and returned to the Contractor.

l. The Contractor must obtain a Purchase Order (PO) from the requesting agency prior to filling any order.

m. The Contractor must replace all employees found to perform unsatisfactorily within 12 hours of notification. Records must be kept per employee regarding such requests for replacement and the employee must not be sent to service the State if two (2) valid complaints are filed per employee.

n. The Contractor must provide continuous skill training for all employees.

o. The Contractor must place an "arrival phone call" to the supervisor the first day of an employee's placement at the worksite. The Contractor shall also place follow up calls to the State agency to find out how the employee is performing at the worksite.

p. The Contractor is responsible for complete compliance with the Americans with Disability Act.

q. Staff assigned to the State are on a "No Work, No Pay" basis.

r. If travel is required, the temporary employee will be reimbursed at the current State travel rates.

s. Only Department of Health and Human Services (DHHS) temporary storekeepers and laborers performing mail and delivery for DTMB are allowed to drive State vehicles.

t. The State reserves the right to interview temporaries prior to placement.

u. The State requires that the Contractor perform Reference Checks.

v. The State reserves the right to conduct Criminal History Background checks.

w. The State will provide adequate internal controls, supervision and instruction for Contractor's temporary employees.

x. The Contractor must monitor the hours on each PO. When the temporary employee is nearing the end of the assignment period/number of hours as specified on the PO, the Contractor is required to contact the departmental coordinator to determine if the assignment needs to be extended and, if so, obtain a revised PO. If the assignment is allowed to exceed the assignment period/hours on the PO, the Contractor is responsible for payment of any hours not authorized by the PO.

y. The Contractor must inform employees that "All Tobacco Products are Prohibited at all Michigan Department of Correction Facilities." All Tobacco products will need to be secured in their vehicle prior to entrance. If they arrive with such products, they will be requested to return the items to their vehicle.

z. In as much as the services requested may be performed in a prison environment with direct contact with prisoner/patients, there is always the possibility of personal attack or injury.

aa. If a position is located in a mental health facility, exposure to injury and disease may also be inherent in the work. The job duties require an employee to work under stressful conditions.

bb. The Contractor must comply with IRS Publication 1075 – Exhibit 7 Contract Language for General Services for all work performed for the Department of Treasury (see Exhibit F).

cc. All work performed for the Michigan Department of Corrections (MDOC) must adhere to the following requirements:
    a. Contractor must ensure that temporary employees working in a MDOC correctional facility complete a pre-employment physical and drug screen, receive Hepatitis C vaccinations, background checks and receive applicable training (including MDOC training). Contractor is responsible for all costs associated with this requirement.
    b. Contractor's temporary employees are subject to and must comply with the rules, regulations and policies of the MDOC.

4. General Requirements

4.1. Transition

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, deliverables, software, leases, etc. to the State or a third party designated by the State, if applicable. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an order transition of services and deliverables within a reasonable period of time that in no event will exceed 90 days. These efforts must include, but are not limited to, those listed in Section 25 of the Contract Terms.

4.2. Training

The Contractor will provide documentation and training materials to cover the following:

1. Orientation: Contractor will conduct orientation training to make staff aware of work facility requirements, including State policies, procedures and terms and conditions;
2. MDOC Training: Contractor will coordinate with MDOC to ensure staff are trained prior to work placement in a MDOC correctional facility; and
3. Environmental Training (Prisoner/Patients): Contractor will provide safety and measure training to ensure staff are trained prior to work placement in environments where prisoners and/or patients are present.

4.3. Contract Activities That Will Include IT Related Services.
All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

5. Reserved

6. Staffing
6.1. Contractor Staff

a. The Contractor must appoint a Contractor Representative, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

   Contractor's Representative:

   Alex Stewart, Accounts Manager
   1 Executive Drive, Suite 285
   Somerset, NJ 08873
   (908) 765-0002 ext 278
   alexs@tscti.com

b. Key Personnel follow:

#	Name	Title	Location
1.	Alex Stewart	Contractor Representative	Somerset, NJ
2.	Sandeep Singh	Account Executive	McLean, VA
3.	Lissangela De Leon	Employee Care Manager	McLean, VA
4.	Jessica Duncan	Recruitment Manager	McLean, VA
5.	Sandy Croft	Sr. Recruiter	McLean, VA

Management Personnel	Experience, Roles and Responsibilities

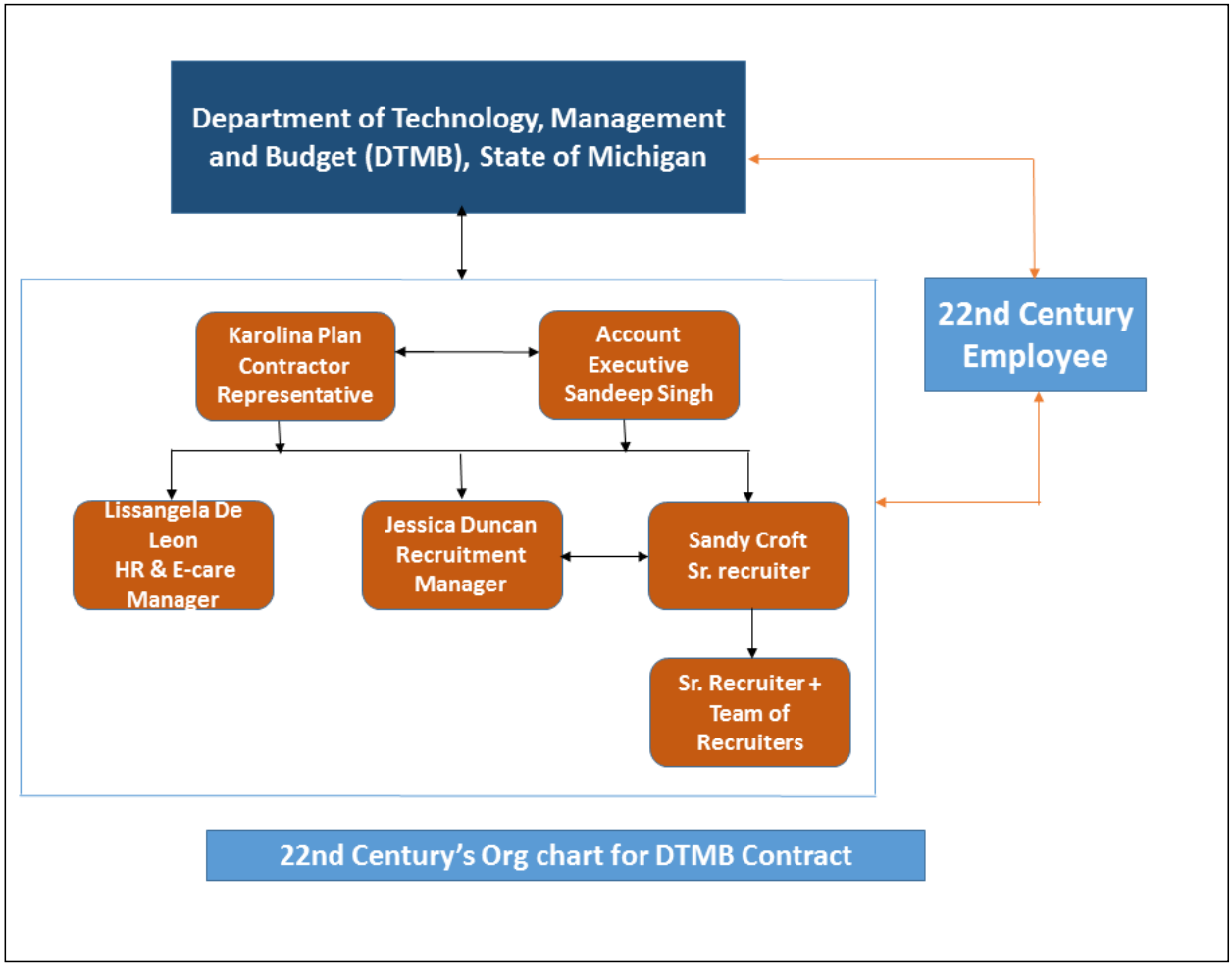
Alex Stewart	• Key person for managing Contract signed with the State and interacting with the State's Project Manager. • Ensuring & track the State Contract requirements. • Educate existing/ new Account Executive with the State Contract requirements. • Quarterly meetings with the State to monitor Contract performance • Weekly meeting with Back Office Staffing Operation & Employee Care Team to give update on performance & upcoming activities under Contract. • Ensuring that Monthly Compliance Reports are being submitted in time to the State and sending weekly dashboard reports to Executive Management
Sandeep Singh	• Writing Synopsis on the State requisition which includes- o Overview of the State project. o Domain specific skills required. o Desired to have skills. • Working with Recruiting Manager to ensure quality of candidate selection process. • Coordinating consultant interviews with the State. • Monthly meeting with the State Management • Resolving difficult situations with Staff working at the State projects. • Time to time meeting with on-site consultants.
Lissangela De Leon	• Responsible for employee care. o Manage consultants at the State sites. o Key person to keep consultants motivated and up to date. o Take care of consultant's requests/ issues and resolve all the requests. • Works closely with Contract Administrator and Account Executive to follow the progress of project. o Ensure that consultants are up to date with latest work techniques and get those required trainings. • Create a training request if staff would like to participate in the State or outside training
Jessica Duncan	• Key person for managing staffing needs of the State requisitions. • Ensuring and track the staffing requirements of the State. • Setting up milestone of each activity to complete the State submittal within 2-3 days. • Training and skill enhancement to existing & new recruiters on the State staffing requirements.
Sandy Croft	• Preparing Job Description for posting on the job sites & send to Contractor internal staff • Search suitable candidates using: o Candidate Database (Dice, Monster, CareerBuilder, Internal Database) o Send job requirements to consultant's network in internal database • Formatting resumes as per the State requirement • Arranging interviews or tests using internal expert team member • Evaluating soft skills, inter-personnel skills & team qualities • Submitting qualified resumes to the Recruitment Manager

6.2. Customer Service Toll-Free Number
The Contractor must provide toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 7:00 a.m. to 6:00 p.m. EST.

Contractor's Toll-Free Number: (888) 998-7284

6.3. Work Hours
The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project per Section 3.c.

6.4. Organizational Chart



6.5. Disclosure of Subcontractors
If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

1. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

2. The relationship of the subcontractor to the Contractor.

3. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

4. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

5. Of the total Contract, the price of the subcontractor's work.

6.6. Security
Contractor's staff may be required to make deliveries to or enter State facilities. Contractor must ensure the security of State facilities and perform background checks. The State may require Contractor personnel to wear State issued identification badges.

7. Project Management

7.1. Project Plan
The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager, as required, for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

7.2. Meetings
The State may require the Contractor to attend meetings, as it deems appropriate.

7.3. Reporting
The Contractor will submit written monthly and quarterly usage reports, in the format specified by the State, to the Program Manager, Office of the State Employer and each Agency Program Manager and/or coordinator, detailing the Agency usage during the reporting period. Quarterly usage reports will also be utilized to calculate any applicable volume rebates that would be due to the State.

Performance reviews shall be conducted quarterly, semi-annually or annually depending on the Contractor's past performance. Performance reviews shall include, but not be limited to, quality of services being provided, accuracy of billings, customer service, completion and submission of required paperwork and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Program Manager, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined, the Contract may be cancelled for default.

8. Ordering
8.1. Authorizing Document
The appropriate authorizing document for the Contract will be a Blanket Purchase Order (BPO) and Purchase Order (PO) release(s).

9. Invoice and Payment
9.1. Invoice Requirements
All invoices should reflect actual work done. Invoices will be directed to each requesting agency weekly and will detail (a) date; (b) PO; (c) name of employee; (d) division assigned; (e) working location; (f) billed rates; (g) quantity; (h) description of the Contract Activities; (i) unit price; (j) shipping cost (if any); and (k) total price. Overtime, holiday pay, and travel expenses will not be paid, unless otherwise authorized per Section 3.j.

STATE OF MICHIGAN

Contract No. 071B7700052
Temporary Employment Services - Statewide

EXHIBIT B
RESERVED

STATE OF MICHIGAN

Contract No. 071B7700052
Temporary Employment Services - Statewide

EXHIBIT C
PRICING

1. Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

   Quick payment terms: 1% discount off invoice if paid within 30 days after receipt of invoice.

2. Contractor certifies that prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

3. See attached Pricing Table

Contract No. 071B7700052
Pricing Table
Hourly Pay Rates & Billing Rates

Country/Region	(1.) Skilled Worker			(2.) Bookkepper			(3.) Calculation Assistant			(4.) Communication Assistant			(5.) Data Coding Operator - Basic			(6.) Data Coding Operator - Intermediate		
	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %
1. Upper Peninsula Prosperity Alliance																		
1a. Western UP	$9.00	$11.70	30%	$11.10	$14.43	30%	$9.50	$12.35	30%	$9.50	$12.35	30%	$9.00	$11.70	30%	$9.50	$12.35	30%
1b. Central UP	$9.00	$11.70	30%	$11.10	$14.43	30%	$9.50	$12.35	30%	$9.50	$12.35	30%	$9.00	$11.70	30%	$9.50	$12.35	30%
1c. Eastern UP	$9.00	$11.70	30%	$11.10	$14.43	30%	$9.50	$12.35	30%	$9.50	$12.35	30%	$9.00	$11.70	30%	$9.50	$12.35	30%
2. Northwest	$9.00	$11.70	30%	$11.10	$14.43	30%	$9.50	$12.35	30%	$9.50	$12.35	30%	$9.00	$11.70	30%	$9.50	$12.35	30%
3. Northeast	$9.00	$11.70	30%	$11.15	$14.50	30%	$11.15	$14.50	30%	$10.09	$13.12	30%	$11.15	$14.50	30%	$11.50	$14.95	30%
4. West Michigan																		
4a. West Central	$9.00	$11.70	30%	$10.00	$13.00	30%	$10.00	$13.00	30%	$9.00	$11.70	30%	$9.98	$12.97	30%	$10.50	$13.65	30%
4b. West Michigan	$9.00	$11.70	30%	$10.00	$13.00	30%	$10.00	$13.00	30%	$9.00	$11.70	30%	$9.98	$12.97	30%	$10.50	$13.65	30%
5. East Central	$9.00	$11.70	30%	$10.00	$13.00	30%	$10.00	$13.00	30%	$9.50	$12.35	30%	$9.00	$11.70	30%	$10.00	$13.00	30%
6. East	$9.00	$11.70	30%	$11.50	$14.95	30%	$10.00	$13.00	30%	$9.50	$12.35	30%	$9.00	$11.70	30%	$10.00	$13.00	30%
7. South Central	$9.00	$11.70	30%	$11.00	$14.30	30%	$9.50	$12.35	30%	$9.50	$12.35	30%	$9.00	$11.70	30%	$10.00	$13.00	30%
8. Southwest	$9.49	$12.34	30%	$11.00	$14.30	30%	$10.45	$13.59	30%	$10.49	$13.64	30%	$10.00	$13.00	30%	$11.49	$14.94	30%
9. Southeast	$9.49	$12.34	30%	$11.50	$14.95	30%	$11.49	$14.94	30%	$11.91	$15.48	30%	$11.99	$15.59	30%	$12.41	$16.13	30%
10. Detroit Metro	$11.00	$14.30	30%	$13.00	$16.90	30%	$13.00	$16.90	30%	$13.00	$16.90	30%	$11.00	$14.30	30%	$12.50	$16.25	30%

Contract No. 071B7700052
Pricing Table
Hourly Pay Rates & Billing Rates

(7.)			(8.)			(9.)			(10.)			(11.)			(12.)		
Data Coding Operator - Advanced			General Office Assistant			Secretary - Basic			Secretary - Intermediate			Executive Secretary - Advanced			Word Porcessor Operator		
Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %
$10.20	$13.26	30%	$9.00	$11.70	30%	$9.50	$12.35	30%	$10.50	$13.65	30%	$11.50	$14.95	30%	$9.00	$11.70	30%
$10.20	$13.26	30%	$9.00	$11.70	30%	$9.50	$12.35	30%	$10.50	$13.65	30%	$11.50	$14.95	30%	$9.00	$11.70	30%
$10.20	$13.26	30%	$9.00	$11.70	30%	$9.50	$12.35	30%	$10.50	$13.65	30%	$11.50	$14.95	30%	$9.00	$11.70	30%
$10.20	$13.26	30%	$9.00	$11.70	30%	$9.50	$12.35	30%	$10.50	$13.65	30%	$11.50	$14.95	30%	$9.00	$11.70	30%
$11.50	$14.95	30%	$10.25	$13.33	30%	$11.15	$14.50	30%	$11.50	$14.95	30%	$12.24	$15.91	30%	$11.15	$14.50	30%
$11.00	$14.30	30%	$10.00	$13.00	30%	$10.00	$13.00	30%	$10.50	$13.65	30%	$11.00	$14.30	30%	$10.00	$13.00	30%
$11.00	$14.30	30%	$10.00	$13.00	30%	$10.00	$13.00	30%	$10.50	$13.65	30%	$11.00	$14.30	30%	$10.00	$13.00	30%
$12.00	$15.60	30%	$8.99	$11.69	30%	$10.00	$13.00	30%	$11.00	$14.30	30%	$13.00	$16.90	30%	$10.00	$13.00	30%
$10.50	$13.65	30%	$9.00	$11.70	30%	$10.00	$13.00	30%	$11.00	$14.30	30%	$11.50	$14.95	30%	$10.00	$13.00	30%
$10.20	$13.26	30%	$9.00	$11.70	30%	$10.00	$13.00	30%	$10.50	$13.65	30%	$11.00	$14.30	30%	$9.50	$12.35	30%
$12.39	$16.11	30%	$10.49	$13.64	30%	$10.49	$13.64	30%	$12.29	$15.98	30%	$13.49	$17.54	30%	$11.99	$15.59	30%
$12.99	$16.89	30%	$11.00	$14.30	30%	$12.35	$16.06	30%	$13.27	$17.25	30%	$14.50	$18.85	30%	$11.09	$14.42	30%
$15.00	$19.50	30%	$12.00	$15.60	30%	$12.00	$15.60	30%	$14.50	$18.85	30%	$15.00	$19.50	30%	$13.40	$17.42	30%

Contract No. 071B7700052
Pricing Table
Hourly Pay Rates & Billing Rates

Country/Region	(13.) Accounting Technician			(14.) Departmental Technician			(15.) Legal Personnel - Not Attorney			(16.) Analyst			(17.) Buyer			(18.) Specialist		
	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %
1. Upper Peninsula Prosperity Alliance																		
1a. Western UP	$13.00	$16.90	30%	$13.30	$17.29	30%	$12.00	$15.60	30%	$16.00	$20.80	30%	$16.00	$20.80	30%	$19.00	$24.70	30%
1b. Central UP	$13.00	$16.90	30%	$13.30	$17.29	30%	$12.00	$15.60	30%	$16.00	$20.80	30%	$16.00	$20.80	30%	$19.00	$24.70	30%
1c. Eastern UP	$13.00	$16.90	30%	$13.30	$17.29	30%	$12.00	$15.60	30%	$16.00	$20.80	30%	$16.00	$20.80	30%	$19.00	$24.70	30%
2. Northwest	$13.00	$16.90	30%	$13.30	$17.29	30%	$12.00	$15.60	30%	$16.00	$20.80	30%	$16.00	$20.80	30%	$19.00	$24.70	30%
3. Northeast	$13.10	$17.03	30%	$13.10	$17.03	30%	$14.25	$18.53	30%	$16.80	$21.84	30%	$16.25	$21.13	30%	$18.94	$24.62	30%
4. West Michigan																		
4a. West Central	$12.00	$15.60	30%	$12.00	$15.60	30%	$14.00	$18.20	30%	$15.00	$19.50	30%	$14.00	$18.20	30%	$17.00	$22.10	30%
4b. West Michigan	$12.00	$15.60	30%	$12.00	$15.60	30%	$14.00	$18.20	30%	$15.00	$19.50	30%	$14.00	$18.20	30%	$17.00	$22.10	30%
5. East Central	$12.00	$15.60	30%	$13.50	$17.55	30%	$13.00	$16.90	30%	$15.50	$20.15	30%	$15.00	$19.50	30%	$20.39	$26.51	30%
6. East	$13.00	$16.90	30%	$13.50	$17.55	30%	$13.00	$16.90	30%	$16.00	$20.80	30%	$15.00	$19.50	30%	$20.39	$26.51	30%
7. South Central	$13.00	$16.90	30%	$13.50	$17.55	30%	$12.00	$15.60	30%	$16.00	$20.80	30%	$15.00	$19.50	30%	$18.00	$23.40	30%
8. Southwest	$13.59	$17.67	30%	$13.59	$17.67	30%	$13.99	$18.19	30%	$15.99	$20.79	30%	$17.49	$22.74	30%	$20.39	$26.51	30%
9. Southeast	$13.49	$17.54	30%	$13.00	$16.90	30%	$15.39	$20.01	30%	$17.99	$23.39	30%	$18.59	$24.17	30%	$20.99	$27.29	30%
10. Detroit Metro	$15.00	$19.50	30%	$14.00	$18.20	30%	$15.00	$19.50	30%	$19.00	$24.70	30%	$18.00	$23.40	30%	$19.00	$24.70	30%

Contract No. 071B7700052
Pricing Table
Substitute Teacher Positions Hourly Pay Rates & Billing Rates

(19.)			(20.)			(21.)			(22.)			(23.)			(24.)		
Automotive			Cabinetmaking			Certified Nurse Assistant			Culinary Arts			Custodial			Customer Service		
Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %
$13.72	$17.84	30%	$15.00	$19.50	30%	$15.50	$20.15	30%	$15.72	$20.44	30%	$12.02	$15.63	30%	$14.02	$18.23	30%
$13.72	$17.84	30%	$15.00	$19.50	30%	$15.50	$20.15	30%	$15.72	$20.44	30%	$12.02	$15.63	30%	$14.02	$18.23	30%
$13.72	$17.84	30%	$15.00	$19.50	30%	$15.50	$20.15	30%	$15.72	$20.44	30%	$12.02	$15.63	30%	$14.02	$18.23	30%
$13.72	$17.84	30%	$15.00	$19.50	30%	$15.50	$20.15	30%	$15.72	$20.44	30%	$12.02	$15.63	30%	$14.02	$18.23	30%
$16.21	$21.07	30%	$14.50	$18.85	30%	$15.75	$20.48	30%	$15.80	$20.54	30%	$15.25	$19.83	30%	$14.80	$19.24	30%
$16.21	$21.07	30%	$14.50	$18.85	30%	$15.75	$20.48	30%	$15.80	$20.54	30%	$15.25	$19.83	30%	$14.80	$19.24	30%
$16.21	$21.07	30%	$14.50	$18.85	30%	$15.75	$20.48	30%	$15.80	$20.54	30%	$15.25	$19.83	30%	$14.80	$19.24	30%
$15.64	$20.33	30%	$15.64	$20.33	30%	$17.00	$22.10	30%	$15.16	$19.71	30%	$15.16	$19.71	30%	$15.16	$19.71	30%
$15.64	$20.33	30%	$15.64	$20.33	30%	$17.21	$22.37	30%	$15.53	$20.19	30%	$15.53	$20.19	30%	$15.53	$20.19	30%
$15.00	$19.50	30%	$15.64	$20.33	30%	$17.00	$22.10	30%	$15.25	$19.83	30%	$15.25	$19.83	30%	$15.25	$19.83	30%
$14.99	$19.49	30%	$14.99	$19.49	30%	$15.99	$20.79	30%	$14.99	$19.49	30%	$14.99	$19.49	30%	$14.99	$19.49	30%
$15.49	$20.14	30%	$15.49	$20.14	30%	$16.49	$21.44	30%	$15.49	$20.14	30%	$15.89	$20.66	30%	$14.99	$19.49	30%
$15.25	$19.83	30%	$15.20	$19.76	30%	$17.49	$22.74	30%	$15.99	$20.79	30%	$16.00	$20.80	30%	$17.49	$22.74	30%

Contract No. 071B7700052
Pricing Table
Substitute Teacher Positions Hourly Pay Rates & Billing Rates

Country/Region	(25.) Electronics			(26.) Graphic Communicatins			(27.) Ground Maintenance			(28.) Machine Technology			(29.) Office Automation			(30.) Pharmacy Technician		
	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %
1. Upper Peninsula Prosperity Alliance																		
1a. Western UP	$15.30	$19.89	30%	$15.10	$19.63	30%	$15.00	$19.50	30%	$15.00	$19.50	30%	$15.02	$19.53	30%	$16.20	$21.06	30%
1b. Central UP	$16.61	$21.59	30%	$15.72	$20.44	30%	$15.02	$19.53	30%	$15.72	$20.44	30%	$15.02	$19.53	30%	$16.61	$21.59	30%
1c. Eastern UP	$15.25	$19.83	30%	$14.21	$18.47	30%	$14.16	$18.41	30%	$14.21	$18.47	30%	$14.16	$18.41	30%	$15.25	$19.83	30%
2. Northwest	$15.25	$19.83	30%	$14.21	$18.47	30%	$14.16	$18.41	30%	$14.21	$18.47	30%	$14.16	$18.41	30%	$15.25	$19.83	30%
3. Northeast	$16.50	$21.45	30%	$16.00	$20.80	30%	$14.50	$18.85	30%	$15.90	$20.67	30%	$15.72	$20.44	30%	$16.80	$21.84	30%
4. West Michigan																		
4a. West Central	$16.50	$21.45	30%	$16.00	$20.80	30%	$14.50	$18.85	30%	$15.90	$20.67	30%	$15.72	$20.44	30%	$16.80	$21.84	30%
4b. West Michigan	$16.20	$21.06	30%	$16.20	$21.06	30%	$15.80	$20.54	30%	$15.58	$20.25	30%	$17.00	$22.10	30%	$16.25	$21.13	30%
5. East Central	$17.21	$22.37	30%	$17.21	$22.37	30%	$17.25	$22.43	30%	$15.64	$20.33	30%	$15.25	$19.83	30%	$16.50	$21.45	30%
6. East	$17.54	$22.80	30%	$16.89	$21.96	30%	$15.81	$20.55	30%	$18.50	$24.05	30%	$17.00	$22.10	30%	$18.25	$23.73	30%
7. South Central	$17.51	$22.76	30%	$16.28	$21.16	30%	$15.26	$19.84	30%	$16.01	$20.81	30%	$15.26	$19.84	30%	$17.51	$22.76	30%
8. Southwest	$15.99	$20.79	30%	$14.99	$19.49	30%	$15.49	$20.14	30%	$14.99	$19.49	30%	$14.99	$19.49	30%	$15.99	$20.79	30%
9. Southeast	$16.00	$20.80	30%	$16.00	$20.80	30%	$15.95	$20.74	30%	$15.95	$20.74	30%	$15.95	$20.74	30%	$15.95	$20.74	30%
10. Detroit Metro	$15.49	$20.14	30%	$15.49	$20.14	30%	$15.49	$20.14	30%	$15.99	$20.79	30%	$15.49	$20.14	30%	$16.20	$21.06	30%

Contract No. 071B7700052
Pricing Table
Hourly Pay Rates & Billing Rates
NOTE: 31 and 32 are Substitute Teacher Positions

Country/Region	(31.) Retail Marketing			(32.) Weatherization			(33.) Miscellaneous		
	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %	Hourly Rate	Billable Rate	Mark-Up %
1. Upper Peninsula Prosperity Alliance									
1a. Western UP	$15.50	$20.15	30%	$15.02	$19.53	30%			30%
1b. Central UP	$15.72	$20.44	30%	$15.02	$19.53	30%			30%
1c. Eastern UP	$14.21	$18.47	30%	$14.16	$18.41	30%			30%
2. Northwest	$14.21	$18.47	30%	$14.16	$18.41	30%			30%
3. Northeast	$15.90	$20.67	30%	$16.00	$20.80	30%			30%
4. West Michigan									
4a. West Central	$15.90	$20.67	30%	$16.00	$20.80	30%			30%
4b. West Michigan	$16.00	$20.80	30%	$16.00	$20.80	30%			30%
5. East Central	$17.21	$22.37	30%	$17.21	$22.37	30%			30%
6. East	$17.50	$22.75	30%	$16.52	$21.48	30%			30%
7. South Central	$16.28	$21.16	30%	$18.00	$23.40	30%			30%
8. Southwest	$14.99	$19.49	30%	$15.49	$20.14	30%			30%
9. Southeast	$15.95	$20.74	30%	$15.95	$20.74	30%			30%
10. Detroit Metro	$15.49	$20.14	30%	$14.99	$19.49	30%			30%

STATE OF MICHIGAN

Contract No. 071B7700052
Temporary Employment Services - Statewide

EXHIBIT D
JOB DUTIES & RESPONSIBILITIES

1. Skilled Worker

Janitor:

- Clean and service restrooms; sweep, vacuum and mop floors and stairways.
- Clean grounds, walks, parking lots and such facilities as garages, storerooms, park and rest area facilities.
- Gather and dispose of rubbish and waste materials by hand or with the use of powered equipment.
- Lock and unlock buildings.
- Observe appearances and conditions of premises and equipment; report needed repairs, safety hazards, or conditions requiring outside vendor services.
- Dust such items as blinds, furniture, file cabinets, and windowsills using treated dust mittens, cloths, or hand-cleaning items. Scrub, strip, sanitize, wax, and buff floors using powered machines equipped with rotating brushes.
- Polish furniture, metal work, and chrome using appropriate cleaning and polishing compounds.
- Wash walls, ceilings woodwork, windows, mirrors and fixtures using both step and extension ladders. Clean grounds and parking lots of litter, glass or other debris.
- Replace light bulbs and fuses.
- Assist in the performance of minor building maintenance jobs using manual and power tools.

Laborer:

- Unload materials from trucks by hand or with hand operated or motorized equipment.
- Unpack incoming goods and wrap and pack outgoing goods.
- Operate hand equipment such as hand trucks and dollies to transport stock.
- May operate a forklift, or other material handling equipment to facilitate the movement of materials.
- Operate tractors or power mowers.
- May perform ground maintenance including the removal of snow from sidewalks, walkways, roadways, and parking lots by hand or using snow blowers, and mowing of small areas of grass, trimming shrubs, etc. at an office site.
- Load, unload, and move supplies, materials, equipment, or heavy furniture to and from work site using dollies, handcarts or power equipment.
- Assist in cleaning, repairing or replacing, and painting of buildings, park benches, tables, and playground equipment.
- Cleaning and disinfecting of telephones

Storekeeper:

- Open, timestamp, separate and distribute incoming mail in a mail/store room.
- Count, weigh, and measure goods received or issued.
- Unpack incoming goods and wrap and pack outgoing goods.
- Stock materials according to a prescribed inventory system.
- Operate hand equipment such as hand trucks and dollies to transport stock.
- Dispense items and posts amounts of items to inventory control cards or automated systems.

Cook:

- Prepare and cook meats, vegetables, and casserole dishes for general and/or modified diet menus using hand and power kitchen utensils and equipment.
- Prepare salads, desserts and beverages.
- Prepare food for special occasions such as meetings, birthdays and holidays.
- Assemble food for transportation by measuring out food, placing in proper containers and loading hot and/or cold food carts; receive and unload returned carts; disposes of unused food; and removes soiled ware for washing.
- Participate in the washing, sanitizing, and cleaning of the premises, cooking utensils, and kitchen equipment.
- Receive and put away stock such as canned goods, paper products, fish, meats, cereal, flour, sugar and eggs.

2. Bookkeeper:

- Work is performed by applying knowledge of accounting terminology and through the use of spreadsheets, database software and/or complex computer systems such as the Michigan Administrative Information Network (MAIN), Financial Administration and Control System (FACS).
- Receive, sort, correct, and reconcile a variety of accounting documents.
- Review and code financial information.
- Disburse funds, make deposits and prepare financial reports.
- Process information, and maintain records.

3. Calculations Assistant:

- Perform computational activities which provide such support services as: examining, counting, coding, proofreading and correcting a variety of documents requiring arithmetical computations.
- Perform arithmetical calculations; compile numerical data; compose summary reports, tables, graphs and correspondence.

4. Communications Assistant:

- Disseminate information and materials over the counter or by telephone to the public, regarding state government and/or departmental services.
- Receive visitors and answer telephone; screen and/or direct visitors, callers, or messages appropriately; input, retrieve, update, or delete information from computer files.
- May perform typing duties incidental to the work such as typing cards, labels, folders, envelopes, forms, and short memoranda and reports.

5. Data Coding Operator - Basic:

- Operate a computer terminal on-line to transmit data to or receive data from computer.
- Operate a computer to convert data from source documents for computer entry.
- Enter alpha-numeric and symbolic data from various source documents into terminals and/or computers using multiple data entry systems and applications.
- Key data onto magnetic cards, tape, or disk.
- Retrieve, delete, update and correct data on computer files.

6. Data Coding Operator – Intermediate. Duties include those listed in item 5 above, plus:

- Checks data for errors; makes corrections.
- Responds to inquiries by providing information retrieved from electronic files.
- Sorts, batches, routes and/or codes mail and other documents.

7. Data Coding Operator – Advanced. Duties include those listed in items 5 & 6 above, plus:

- Identifies diagnostic messages and takes necessary action to correct conditions.

- Produces reports upon request by retrieving and printing data from computer files.
- Ability to determine the appropriate codes and most efficient formats for specific requests.

8. General Office Assistant:

- Perform general office support assignments where the processing of documents, recording, retrieving, and distribution of data or information are an essential and/or substantial part of the work.
- Sort, batch, route and/or code mail and other documents.
- Retrieve and print data from computer files.
- Preparing and maintaining office records, reports, and correspondence as directed.
- Route and distribute reports to various departments.

9. Secretary - Basic:

- Secretarial assignments support the on-going operations of an office. These assignments may include such duties as scheduling meetings; preparing and maintaining office records, reports, and correspondence as directed.
- Skilled typing and the ability to use word processors and related software applications to produce letters, memoranda, brochures, charts, graphs, forms, and other material.
- Proofread for errors, making corrections as necessary.
- Sort, batch, route and/or code mail and other documents.
- Update manuals and other references.
- Respond to inquiries by providing information retrieved from computer files.

10. Secretary – Intermediate. Duties include those listed in item 9 above, plus:

- Secretarial assignments support the on-going operations of an office. These assignments may include such duties as scheduling meetings; preparing and maintaining office records, reports, and correspondence as directed.
- Skilled typing and the ability to use word processors and related software applications to produce letters, memoranda, brochures, charts, graphs, forms, and other material.
- Composes, formats, prepares, and edits correspondence and reports with some latitude as to content. Proofread for errors, making corrections as necessary.
- Locates and reviews pertinent information from files, documents, newspapers other sources; and prepares a summary of content for professional(s) and/or management staff.
- Gathers data for surveys or performs research on special subjects or projects.
- Sort, batch, route and/or code mail and other documents.
- Update manuals and other references.
- Respond to inquiries by providing information retrieved from computer files.

11. Executive Secretary – Advanced. Duties include those listed in items 9 & 10 above, plus:

- Interacts with top state administrators, high-level executives, staff, and the general public in order to represent members of policy-making boards and commissions, department directors, their deputies and their senior policy staff, and program assistants.
- The employee performs advanced secretarial assignments, functioning as a management assistant. Performs a full range of administrative and executive support duties.
- Executive Secretarial assignments for professional or management staff in support of the on-going operations of the office.
- Skillfully operate word processing equipment and personal computers to produce a variety of documents, charts, and graphs in final form.
- Must have knowledge of software programs such as Microsoft Word, WordPerfect, Excel, Access, Lotus, FoxPro, and PowerPoint, or knowledge of current computer environments (i.e. Windows, etc.).
- Schedule meetings; prepare and maintain office records, reports, and correspondence as directed.

- Compose, format letters, and edit correspondence related to issues of the work area.
- Compose letters and memoranda in response to incoming mail or telephone calls.
- Type letters, memoranda, reports, minutes of meetings, scientific or technical material, numerical data, charts and forms from verbal or written instructions, dictating records, shorthand notes or other materials.
- Schedule and arrange meetings and conferences and notify interested parties.
- Prepare agenda and collect materials for meetings, speeches, and conferences; take minutes and keep records of proceedings as required.
- Prepare minutes of meetings from notes and/or recordings.
- Make domestic and foreign travel arrangements; prepare itineraries; prepare and compile travel vouchers, maintain all travel records. Establish and maintain various filing and records management systems. Review, proofread, and edit documents prepared for the administrator's or executive's signature.
- Sort, open and distribute incoming mail to staff.
- Receive and screen incoming calls and visitors, and make referrals to appropriate executive staff.
- Establish and maintain records, statistical information, and reports as well as various filing and records management systems.

12. Word Processor Operator:

- Employees shall be proficient in working with a variety of word processing software such as Word and WordPerfect, and possess at least intermediate level typing skills.
- Produce reports upon request by retrieving and printing data from computer files.
- The ability to use word processors and related software applications to produce letters, memoranda, brochures, charts, graphs, forms, and other material.

13. Accounting Technician:

- Provide general assistance and support to senior licensed accounting staff.
- Review completeness and ensure proper controls in accordance with generally accepted accounting practices.
- Provide information on financial aspects of state programs to local government agencies, including monitoring revenues, expenditures, budgeting, and reporting requirements.
- Review and analyze journal vouchers and formal accounting records in accordance with accounting practices and procedures.
- Reconcile control records of such financial transactions as revenues, expenditures, allotments, receipts, assets, encumbrances, and bank transactions.
- Process applications for grants and reimbursement of funds by reviewing and verifying supporting documents.

14. Departmental Technician:

- Conduct special studies and surveys in such areas as feasibility of offering new services, improvement of efficiency, economy and centralization or decentralization of services.
- Write and revise procedures to accommodate changes and to ensure consistency in form and format.
- Review and evaluate documents, such as incorporation papers, insurance policies, teachers' certificates, contracts, bonds, deeds, leases and permits to determine if prescribed requirements or qualifications are met; certifies as to the eligibility of persons or the acceptance of documents.
- Conduct interviews by telephone to follow up on complaints, and determine need for further review.
- Compile, review, and monitor financial, statistical and other programmatic data.
- Prepare and/or edit reports and publications, with latitude as to the material to be included; conduct related correspondence.
- Use computer databases to record and analyze data on program and service activities.

15. Legal Personnel – Not Attorneys:

- Interpret statues and legislative proposals and their ramifications to inform, update or advise departmental and outside personnel.
- Must have knowledge of personal computers, hardware, software, and related applications and systems.

- Knowledge of legal terminology and syntax, and of the content, organization, and format of legal documents and correspondence.
- Interpret existing and proposed laws, policies and procedures.
- Operate keyboard equipment such as typewriters, word processors, and personal computers to process information, docket cases, record notices of hearings or postponements, correspondence, reports, and other data.
- Produce legal documents such as pleadings, briefs, opinions, complaints, administrative decisions, orders, and subpoenas from verbal or written instructions, dictation, shorthand notes, rough drafts, or other materials.
- Perform office activities for attorneys or administrative law examiners, performing a variety of legal secretarial duties such as scheduling hearings, preparing legal documents and correspondence, docketing cases and maintaining court dockets and diaries.

16. Analyst:

- The Analyst will be responsible to complete or oversee a variety of professional research and analysis assignments for the purpose of evaluation, assessment, planning, development and implementation of various departmental programs or services.
- The analyst class will consist of perform professional services in the following classification areas: Accountant, Auditor, Departmental Analyst, and Financial Analyst.
- Researches, collects, consolidates, and analyzes and maintains program data necessary to meet program reporting and evaluation requirements, and the goals of the agency program or service.
- Establishes, administers and evaluates programs, recommends program policies and procedures.
- Designs forms and evaluates documents and applications for possible inclusion in programs
- Designs and conducts surveys or special studies to assist in planning, implementing, and evaluating programs and services.
- Conducts research and analysis, prepares reports and conducts correspondence related to the work activities of the departmental program area.
- Interprets existing and proposed laws, policies, and procedures as they relate to a program or service area.
- Proposes and develops new policy materials and supporting instructions in a program area.
- Designs, implements and documents personal computer based data collection, processing and reporting systems.
- Uses and maintains computer databases to record and analyze data on program and service activities.
- Evaluates contracts documents for compliance with departmental policies and procedures.
- Recommends criteria, standards, and guidelines to assess agencies programs and determines their compatibility with the objectives and priorities of the state program area.

17. Buyer:

- Complete or oversee a variety of professional research and analysis assignments for the purpose of evaluation, assessment, planning, development and implementation.
- Conduct research and analysis, prepare reports and conduct correspondence related to the work activities of the departmental program area.
- Make general recommendations in areas of expertise.
- Propose and develop new policy materials and supporting instructions in area of expertise.
- Use and maintain computer databases to record and analyze data.
- Evaluate contracts and documents for compliance with departmental policies and procedures.

18. Specialist:

- The specialist class will consist of perform professional services in the following classification areas: Accounting Specialist, Departmental Specialist, and Financial Specialist.
- Designs and conducts surveys or special studies to determine needs and to assist in planning, implementing and evaluating programs, consolidates data and prepares reports.
- Conducts special projects and studies.

- Establishes, oversees, administers and evaluates programs, recommends program policies and procedures and designs forms.
- Collects and maintains program data necessary to meet program reporting and evaluates requirements, and the goals of the agency.
- Analyzes ongoing program operations and recommends modifications of policies and procedures to meet commitments more effectively.
- Recommends criteria, standards and guidelines to assess agencies programs.
- Structures and determines their compatibility with the objectives and priorities of the state.
- Interprets existing and proposed laws, policies and procedures.
- Designs and implements methods for program review, evaluation and cost analysis.
- Formulates procedures, policies and guidelines for assigned departmental programs.
- Makes recommendations in areas of expertise.
- Develops program goals and plans for implementation.
- Prepares budgets for an office, section or division.

19. – 32. Substitute Teacher (Refer to Exhibit A, Section 3.a for specific types):

- Teach technical and related subjects in the Department that will assist students in developing competitive skills necessary for employment.
- Counsel students on academic and personal problems that may be barriers to employability.
- Develop lesson plans and curricula that are current with technology.
- Develop instructional methodologies that will benefit adult learners with academic limitations as well as other disabilities.
- Develop accommodations as needed to assist the learning process.
- Participate an interdisciplinary team designed to monitor and advise students as to their progress in training as well as develop strategies that would assist learning.
- Participate in Business Advisory Committees designed for technical program reviews.

33. Miscellaneous – Positions Not Defined

- Additional disciplines may be provided during the term of the Contract, as needed. Delta/mark-up percentage in Exhibit C will be used based on position pay rate (Hourly Rate) to determine Billable Rate.

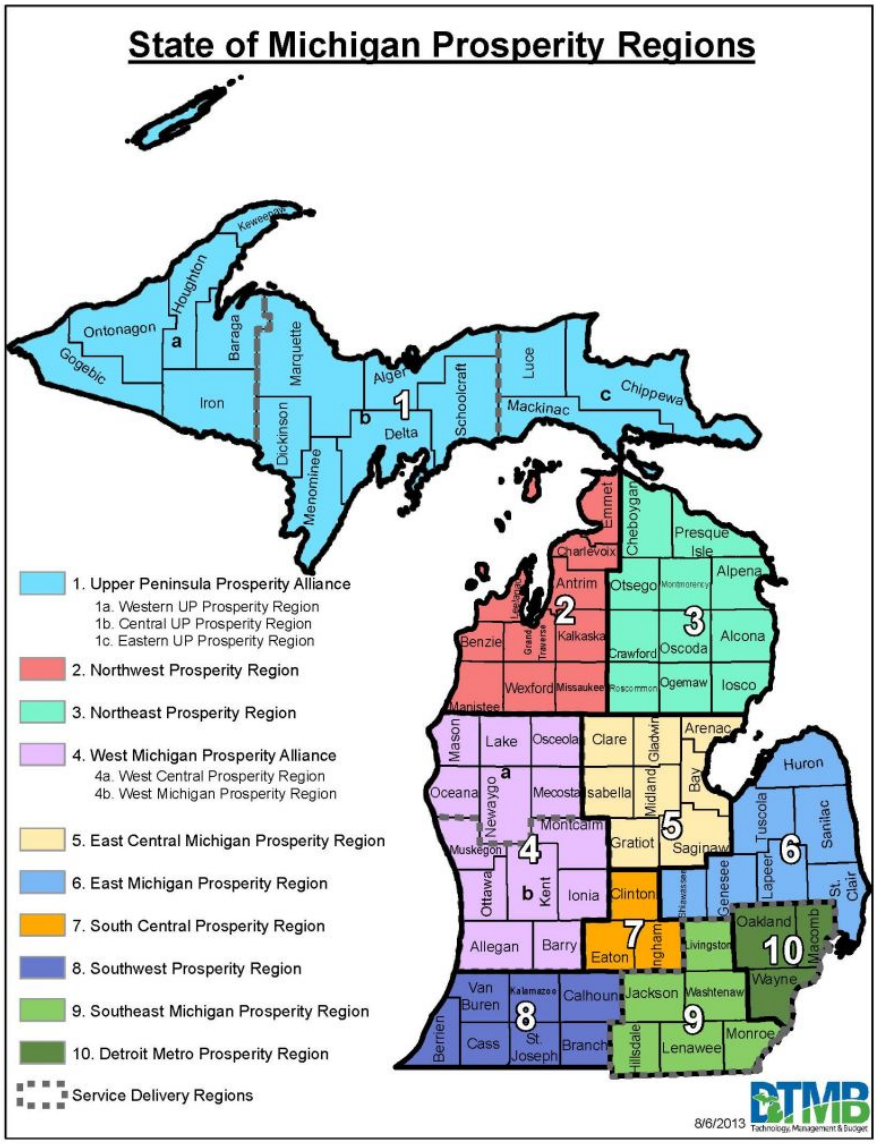
STATE OF MICHIGAN

Contract No. 071B7700052
Temporary Employment Services - Statewide

EXHIBIT E
STATE REGIONS

The Regions within the State of Michigan shall be defined in accordance with the provisions of this Contract.

The pricing grid included as Exhibit C of this Contract provides (10) distinct prosperity regions price-points as defined across all labor categories for either the specific Counties or Regions, groups of counties, within which services shall be provided.

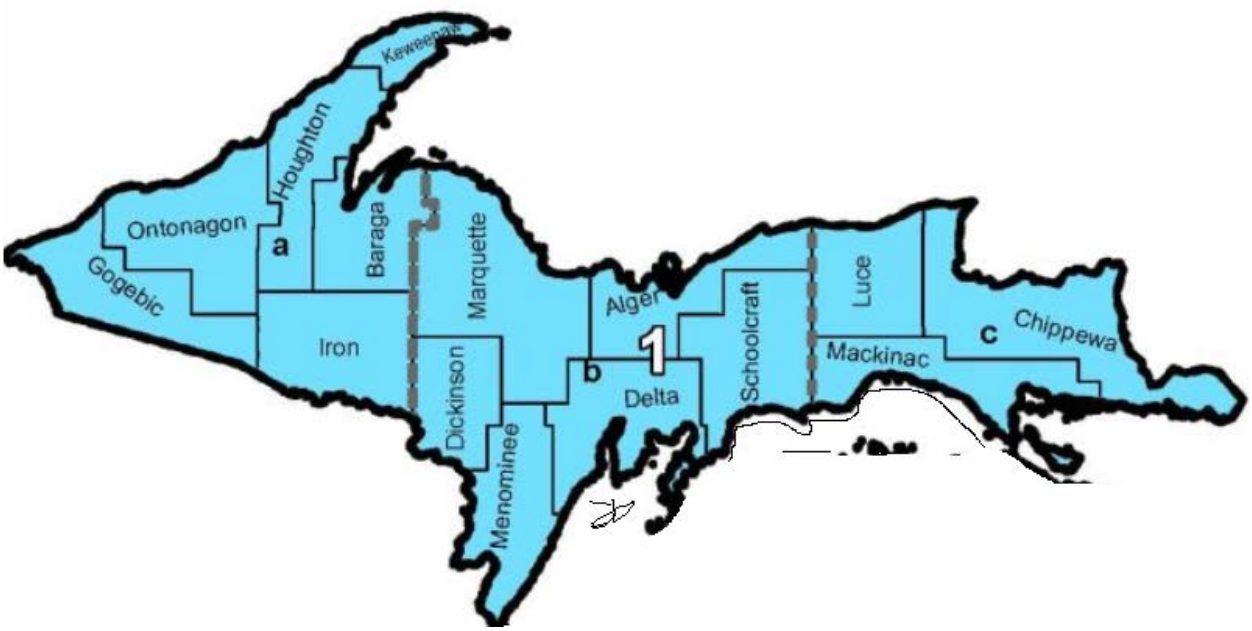


The **Upper Peninsula Prosperity Alliance** in whole is comprised of the 15 counties listed in Table 1 below; which are considered in aggregate form as a single price-point.

Table 1a: Upper Peninsula Prosperity Alliance Western UP Prosperity Region							
1.	Gogebic	2.	Ontonagon	3.	Houghton	4.	Keweenaw
5.	Baraga	6.	Iron				

Table 1b: Upper Peninsula Prosperity Alliance Central UP Prosperity Region							
1.	Dickinson	2.	Marquette	3.	Menominee	4.	Alger
5.	Delta	6.	Schoolcraft				

Table 1c: Upper Peninsula Prosperity Alliance Eastern UP Prosperity Region					
1.	Mackinac	2.	Luce	3.	Chippewa



The **Northwest Prosperity Region** in whole is comprised of the 10 counties listed in Table 2 below; which are considered in aggregate form as a single price-point.

Table 2: Northwest Prosperity Region							
1.	Manistee	2.	Benzie	3.	Leelanau	4.	Grand Traverse
5.	Wexford	6.	Missaukee	7.	Kalkaska	8.	Antrim
9.	Charlevoix	10.	Emmet				

The **Northeast Prosperity Region** in whole is comprised of the 11 counties listed in Table 3 below; which are considered in aggregate form as a single price-point.

Table 3: Northeast Prosperity Region							
1.	Roscommon	2.	Crawford	3.	Ostego	4.	Cheboygan
5.	Presque Isle	6.	Montmonrency	7.	Oscoda	8.	Ogemag
9.	Iosco	10.	Alcona	11.	Alpena		

The **West Michigan Prosperity Alliance** in whole is comprised of the 13 counties listed in Table 4 below; which are considered in aggregate form as a single price-point.

Table 4a: West Michigan Prosperity Alliance West Central Prosperity Region							
1.	Oceana	2.	Mason	3.	Lake	4.	Newaygo
5.	Mecosta	6.	Osceola				

Table 4b: West Michigan Prosperity Alliance West Michigan Prosperity Region							
1.	Muskegon	2.	Ottawa	3.	Allegan	4.	Barry
5.	Kent	6.	Montcalm	7.	Ionia		

The **East Central Michigan Prosperity Region** in whole is comprised of the 8 counties listed in Table 5 below; which are considered in aggregate form as a single price-point.

Table 5: East Central Michigan Prosperity Region							
1.	Clare	2.	Isabella	3.	Gratiot	4.	Midland
5.	Gladwin	6.	Arenac	7.	Bay	8.	Saginaw

The **East Michigan Prosperity Region** in whole is comprised of the 7 counties listed in Table 6 below; which are considered in aggregate form as a single price-point.

Table 6: East Michigan Prosperity Region							
1.	Shiawassee	2.	Genesee	3.	Lapeer	4.	Tuscola
5.	Huron	6.	Sanilac	7.	St. Clair		

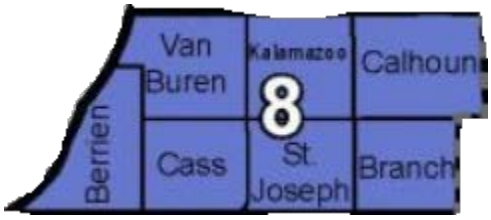
The **South Central Prosperity Region** in whole is comprised of the 3 counties listed in Table 7 below; which are considered in aggregate form as a single price-point.

Table 7: South Central Prosperity Region					
1.	Eaton	2.	Clinton	3.	Ingham

The **Southwest Prosperity Region** in whole is comprised of the 7 counties listed in Table 8 below; which are considered in aggregate form as a single price-point.

Table 8: Southwest Prosperity Region							
1.	Berrien	2.	Van Buren	3.	Cass	4.	Kalamazoo

5.	St. Joseph	6.	Branch	7.	Calhoun



The **Southeast Michigan Prosperity Region** in whole is comprised of the 6 counties listed in Table 9 below; which are considered in aggregate form as a single price-point.

Table 9: Southeast Michigan Prosperity Region							
1.	Hillsdale	2.	Jackson	3.	Livingston	4.	Washtenaw
5.	Lenawee	6.	Monroe				

The **Detroit Metro Prosperity Region** in whole is comprised of the 3 counties listed in Table 10 below; which are considered in aggregate form as a single price-point.

Table 10: Detroit Metro Prosperity Region					
1.	Wayne	2.	Oakland	3.	Macomb

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also

result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

STATE OF MICHIGAN

Contract No. 071B7700052
Temporary Employment Services - Statewide

EXHIBIT F
IRS PUBLICATION 1075 – SAFEGUARDING CONTRACT LANGUAGE FOR GENERAL SERVICES

Attached Hereto