



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH INGENESIS, INC.

This State of Oklahoma Statewide Contract is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and InGenesis, Inc. (“Supplier”) and is effective as of the date of last signature.

Purpose

The State is awarding the Contract to Supplier for the provision of Temporary Employment Services, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Oklahoma Statewide Contract Terms, Attachment C;
 - 2.4. Information Technology Terms, Attachment D – intentionally omitted;
 - 2.5. Portions of the Bid, Attachment E and
 - 2.6. Negotiated Exceptions to Contract, Attachment F – intentionally omitted.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

INGENESIS, INC.

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/09/2021

By: Veronica Edwards
Veronica Edwards (Feb 9, 2021 11:32 CST)

Name: Veronica Edwards

Title: CEO

Date: 02/09/2021

ATTACHMENT A
SOLICITATION NO. 0900000443

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses from potential Suppliers to provide temporary employment services for State Agencies and Affiliates to purchase on an as-needed basis.

This RFP is soliciting proposals from temporary employment companies to provide services relating to Administrative Support (including Office and Clerical), Commercial/Industrial Workers, and Healthcare Staffing Services, and Professional Services as defined within the scope of this RFP. Awarded Suppliers shall be independent contractors and not employees of State Agencies or Affiliates. The awarded Supplier's staff, including temporary assigned individuals shall also not be considered employees of the State Agency or Affiliate. These services are as-needed and upon request from State Agencies and Affiliates. Suppliers will be responsible for hiring, firing, taxes, workers' compensation, benefits, etc. for the candidates who are **not** employees of the individual Customer. Candidates will not be provided employee benefits from the State Agencies or Affiliates.

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services. As a result of this Solicitation OMES, Central Purchasing Division, expects to receive and evaluate responses and select one or more qualified Suppliers with which to establish a contract(s) for temporary employment services that is available to all Customers.

When a need is identified, the Customer will provide a Supplier awarded a contract under this Solicitation with business requirements and technical specifications for their specific project.

Award of the Contract to a bidder is not a guarantee of being selected to provide products and services.

The Customer will directly negotiate the terms of a Statement of Work with a Supplier when a project is needed.

If awarded a contract, the Supplier is responsible for keeping the State informed of personnel contact changes and is not responsible if the Supplier does not receive an invitation to bid on a Statement of Work.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (2) one-year options to renew the Contract.

2. Specifications

2.1. Temporary Employment Services

- A.** Awarded Supplier will confirm with the Customer the arrival of its Candidate by telephone within one-half (1/2) hour after scheduled arrival time.
- B.** Awarded Supplier is responsible to communicate with its Candidate the Customer's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.
- C.** All temporarily assigned individuals will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy is established by the Customer. Temporary Candidate must dress according to the requirements of the Customer requesting the assignment.
- D.** Temporarily assigned individuals should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.
- E.** The Customer reserves the right to reduce the length of the temporary assignment and will provide the Awarded Supplier with as much notification as possible.

2.2. Work Hours

- A.** The exact work hours for temporarily assigned personnel will be determined by the Customer.
- B.** Temporarily assigned individuals will not be paid for their lunch hour.
- C.** Customers have the right to request temporarily assigned individuals for holiday, evening/night, weekend or shift work.
- D.** Hours may vary per Customer.
- E.** The Customer reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the Customer. Any time beyond the initial eight (8) hours of service, the temporarily assigned individual is determined to be unsatisfactory; the Awarded Supplier agrees to issue a credit invoice to the Customer for the total charges from the point the Customer notifies the Awarded Supplier to request a replacement.
- F.** The Awarded Supplier agrees to replace an unsatisfactory individual within one (1) business day; however, the Customer has the option to contact a different Awarded Supplier for the service.
- G.** The Customer shall be the sole judge as to whether a temporarily assigned individual is satisfactory and is fulfilling the Customer's requirements.

2.3. Placement

Supplier shall describe how their company will provide assistance for Customers with the placement of any candidate(s). At a minimum, include problem (conflict) and resolutions and the following items below:

- A.** Customers may refer a candidate to be hired to the Awarded Supplier to sign up to perform specific services needed or may request the Awarded Supplier to recruit and provide the temporary Candidate. The Customer will not pay a placement or conversion fee for individuals who are a direct referral from the Customer.
- B.** Upon a request for service from the Customer, the Awarded Supplier will provide expedient temporary employment services. An e-mail, facsimile, or telephone call from the Customer will constitute a request for service.
- C.** The Customer reserves the right to interview the candidate to determine their qualifications for the required position (but this does not negate the Awarded Supplier's responsibility of qualifying candidate(s)).
- D.** The Customer may reject and/or remove any candidate who does not meet the requested experience or is deficient in the performance of the assignment.
- E.** Customers may select Awarded Supplier(s) within their geographic region based on the preference of the Customer.
- F.** Multiple Awarded Suppliers may be contacted to fill the same position.

2.4. Supplier's Responsibilities

- A.** The Awarded Supplier is responsible to obtain the information as described in the Scope of Work and any other information necessary to determine what job category satisfies the service request.
- B.** The Awarded Supplier will inform the Customer point of contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.
- C.** Placing candidates out of applicable job classification is considered an abuse of the contract. Periodic checks of requests and assignments will be performed by the Customer to ensure this does not occur.
- D.** The Awarded Supplier is responsible for conducting appropriate background and reference checks on potential candidates prior to any assignments and should be prepared to conduct more extensive background investigations when required by the Customer. Awarded Supplier must send notification to the Customer of the compliance of the background and reference checks. Failure to provide notification of compliance will be considered a violation of the contract and may result in rejection of the candidate and possibly jeopardize future placements by offending Awarded Supplier.
- E.** These services are as needed and upon request from the Customer. Awarded Supplier will be responsible for liability insurance, federal and state payroll requirements

including but not limited to insurance coverage for any candidate sent to the Customer, payroll taxes, payroll reports, workers' compensation, benefits, hiring and firing etc., for the candidates.

- F.** The Awarded Supplier is responsible for conducting periodic quality assurance checks with the Customer's point of contact to verify that the Customer's requirements are being fulfilled by the candidate. At a minimum, these checks should be completed at the end of the first week of any assignment. Customers may request quality assurance checks at any interval during the term of the candidate's placement.
- G.** Candidates may be hired as a permanent employee of the Customer if, the Customer and hiring processes have been complied with and if the candidate elects to accept employment with the Customer. Such occurrence will create no further obligation (financial or otherwise) on the part of the Customer.
- H.** The Customer will not be responsible for the Awarded Supplier's candidate who voluntarily leaves the Awarded Supplier's employment or engages in employment with another company.
- I.** The Awarded Supplier agrees to ensure candidates agree to be bound by the security regulations, policies, and standards as required by the Customer. This will vary based on the individual Customer's requirements.
- J.** Awarded Supplier shall ensure adequate backup documentation (such as Candidate timesheets) are attached to invoice or billing requests. The timesheet should include the following:
 - i.** Name of the Customer;
 - ii.** Name of the temporarily assigned individual;
 - iii.** Dates worked;
 - iv.** Beginning and ending time;
 - v.** Number of regular hours worked each day; and
 - vi.** If applicable, number of overtime hours worked each day.
- K.** The Awarded Supplier is responsible and may be held financially liable for the negligent acts of its Candidates.

2.5. Bonding

- A.** The Awarded Supplier shall have the ability to bond candidates as directed by the Customer.
- B.** The fee for this service will be borne by the Customer.
- C.** Selection of the bonding insurer is at the Awarded Supplier's discretion; however, each insurance policy shall be:
 - i.** Issued by insurance companies authorized to do business in the State or eligible surplus lines insurers acceptable to and having agents in the State upon whom service of process may be made.

2.6. Equipment, Property and Damages

- A.** The Awarded Supplier shall be responsible for the proper maintenance and custody of any personal tangible property owned and real property furnished by the Customer for the use in connection with the performance of the contract.
- B.** The Awarded Supplier will reimburse the Customer for such property's loss or damage caused by the Awarded Supplier' assigned individual, with the exception of normal wear and tear.
- C.** The equipment used may include computers, copy machines, phones, printers, etc. Equipment may vary depending on the Candidate assignments.

2.7. Customer's Responsibilities

- A.** Prior to contacting the Awarded Supplier (s), the Customer is responsible to define details of the request to include, but not be limited to:
 - i.** Number of individuals needed;
 - ii.** Job duties;
 - iii.** Equipment to be used;
 - iv.** Knowledge, skills and education and/or experience;
 - v.** Computer software to be used;
 - vi.** Hours of work;
 - vii.** Expected length of assignment;
 - viii.** Job related attire;
 - ix.** Position location;
 - x.** Customer contact person; and
 - xi.** Other pertinent job-related information.
- B.** Depending on the amount of detail required, it is recommended the Customer submit this information in writing via e-mail or facsimile to reduce the possibility of an inappropriate temporary assignment.

2.8. Background Checks

- A.** The Customer is responsible for requesting additional background investigations beyond normal references prior to the temporary assignment.
- B.** Should an additional background check be required due to the nature of the assignment, the Customer may be responsible for the cost of the additional checks.
- C.** It is reasonable to expect employment eligibility and references will be required for all candidates; background checks for referrals by the Customer will be at the discretion of the Customer.
- D.** Standard checks which would include employment eligibility and reference checks shall be at the cost of the Awarded Supplier(s).
- E.** Other background checks will be at the discretion of each requesting Customer.
- F.** Customers reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential candidates starting date.

- G.** Customers will limit their background checks and drug testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the candidate.

2.9. References

- A.** Provide three (3) references where your company has provided similar services. Describe what products or services were provided to each reference. References should include the governmental entity name, address, and contact name, email and phone number.

2.10. Value Add

- A.** Suppliers are requested to provide any new services or value added services that could be made available which are in scope of this solicitation.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4** Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

- 3.1** The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

Section Seven: Executive Summary

InGenesis is fully prepared to meet the State of Oklahoma's need for reliable temporary employment services. We offer the State 22 years of experience staffing thousands of temporary administrative, clerical, commercial, healthcare and information technology workers for government agencies. Our operational processes, national network of resources and commitment to quality assurance results in reduced time-to-fill timeframes and cost savings.

In 2019, InGenesis was awarded a contract to provide temporary employment services to the Tennessee Board of Regents (TBR). TBR is the largest system of higher education in the State of Tennessee, including 40 community and technical colleges across the state. Since Q3 of 2019, InGenesis has filled 55 positions.

InGenesis was awarded a contract to provide temporary employment staffing to the State of North Carolina. For this contract, InGenesis provides recruitment, screening, training and payrolling of temporary nursing and healthcare technicians in support of the state's Department of Health and Human Services.

InGenesis holds a contract with the State of Georgia for the provision of temporary staffing services. Under this contract, InGenesis provides temporary staffing for state agencies in categories including administrative, professional, industrial, healthcare and other requested categories.

Organizational Excellence and Quality: InGenesis began its journey to become aligned with the Malcolm Baldrige framework in 2017. Since that time, we have examined our operations, identified opportunities for cycles of improvement, implemented systematic processes for increased efficiency, and expanded our business intelligence and data analytics department to track and monitor performance metrics to make fact-based decisions. In 2018, InGenesis was recognized for its commitment to performance excellence by the Quality Texas Foundation, a non-profit that administers quality awards based on Malcolm Baldrige guidelines.

Joint Commission Gold Seal for Healthcare Staffing: InGenesis is part of an elite set of healthcare staffing firms that have received the Gold Seal of Approval® from the Joint Commission. InGenesis underwent a rigorous on-site inspection to verify that our quality assurance policies and procedures, recruiting and credentialing methods, and operations fully comply with Joint Commission Standards.

Continuous Recruitment

InGenesis utilizes a continuous recruitment methodology to fill work orders. After a work order is filled, our staff continues to recruit, screen and credential candidates for in-demand labor categories, creating a backup pool of workers qualified to backfill positions or support surges.

Metric Reporting

InGenesis uses metric reports to track and monitor contract performance on key performance indicators, such as time to fill, fill rates, attrition, turnover rates and HR reports. The metric reports allow program management to identify issues and make process improvements to maintain the quality of services.

7.1 Bidder Profile

The InGenesis Bidder Profile is included in §3.2 under ***Bid Portions Requested to be Held Confidential***.

Section Eight: Response to Solicitation Specifications and Requirements

8.1 Temporary Employment Services

8.1.1 Confirmation of Candidate Arrival

The InGenesis program manager (PM), in coordination with the PMO, tracks the start date of all provided candidate. When a candidate is scheduled to begin work, the PM will contact the Customer by telephone to confirm candidate arrival and acceptance within one-half hour after scheduled arrival time.

8.1.2 Candidate Orientation

It is important to InGenesis and our customers that temporary workers arrive to work with a thorough understanding of customer guidelines and policies, including work hours, locatoin, dress code and expectations. InGenesis will provide personalized guidance to each new hire. This streamlines the onboarding process, so all new-hire staff are trained and fully prepared to begin work by their determined start date. InGenesis' onboarding process maintains a quality workforce, helps mitigate performance errors, reduces workplace disruptions, and lowers turnover. Figure 5 below shows the standard information included in our orientation process.

InGenesis Corporate Orientation	
Corporate Orientation	Verbal, electronic and/or hard copy information and internet link(s) provided to the workers.
InGenesis Employee Handbook	Outlines company policies for workplace safety and security, universal precaution guidelines, prohibited conduct, and payroll procedures. All temporary workers must submit a signed attestation that they understand and will abide by all policies and procedures discussed in the handbook.
Introduction to the Customer	Provide the worker with background information on the Customer. Provide start date, end date, travel requirements to the worker as well as information on site location.
Work Hours	The worker will be provided information on the policies for work hours, lunch breaks, break periods and paid time off.
Standards, Ethics, and Best Practices Training	Training on standard business conduct, policies and ethics including appearance and hygiene guidelines; overview of disciplinary/supervisory expectations
Statement of Work	Training on position requirements, work site expectations, performance standards, and consequences of not maintaining these standards
Workplace Safety Training	<ul style="list-style-type: none"> ▪ Orientation on InGenesis employment policies ▪ Overview of general safety, fire prevention and health and immunization requirements of the contract ▪ Notification of onsite safety training ▪ Training and testing on Occupational Safety and Health Administration (OSHA) and state-level requirements
Signed Attestation	Workers who undergo new-hire orientation training must confirm by signed attestation that they have completed and understood corporate orientation and training via electronic signature over a secured internet connection, email with attachment of scanned signed acknowledgement, or fax of signed acknowledgement.

Figure 6: InGenesis orientation process

8.1.3 Temporary Employee Dress Code

InGenesis prioritizes compliance with all customer regulations, including dress code, as a part of our candidate orientation. InGenesis will receive dress code requirements from the customer as part of the initial request and will include this information in the orientation materials described above, in §3.1.2 of *Bid Portions Requested to be Held Confidential*.

The InGenesis PM will confirm that the dress code is being met as part of the candidate start-date confirmation call. Candidate's are required to meet dress code requirements throughout their placement and failure to do so will be handled through our progressive disciplinary model as described in §8.3.4.

8.1.4 Employee Replacement

InGenesis ensures the availability of temporary workers during our screening process, providing candidates who have committed to the entire proposed duration. If a replacement is required, a InGenesis will provide a qualified replacement within 24 hours of notification, including weekends and holidays.

8.1.5 Cancellation of Employee Placement

InGenesis understands that the customer reserves the right to reduce the length of a temporary assignment. Customers will communicate this need to their InGenesis contact who will notify the worker and begin the process of off-boarding.

8.2 Work Hours

8.2.1 Determination of Work Hours

InGenesis understands the customer will determine exact work hours for temporarily assigned workers. Work order requests for the temporary worker will include an expected schedule. However, the exact hourly schedule of temporarily assigned personnel may be altered by the Customer, as necessary, and with notification provided to InGenesis.

The PM will confirm the work hours and the duration of the assignment prior to releasing the work order to the recruiters.

8.2.2 Employee Lunch Hours

InGenesis understands that temporarily assigned workers will not be paid for their lunch hour. Workers are informed of their lunch hour during the onboarding process.

8.2.3 Holiday, Evening/Night, Weekend and Shift Work Hours

InGenesis acknowledges that the customers will have the right to request temporarily assigned individuals for holiday, evening/night, weekend or shift work. Required hours will be included in the request provided to InGenesis by the Customer. InGenesis' PM will confirm work hours and holiday, weekend, and shift assignments when confirming order requisition requirements. This information is shared with the recruiters and the candidates during the recruitment process. The PM informs the worker during onboarding of all work hours, assigned shifts and holiday hours.

8.2.4 Customer Hour Variance

InGenesis understands that there is no standard schedule for requested temporary workers. Customers will include the required hours in their request to InGenesis. The PM will confirm the duration of work and shift(s) when confirming requisition requirements with the hiring manager.

8.2.5 Replacement of Newly Placed Employees

InGenesis understands and will comply with this requirement. Customers will reserve the right to request replacement of a newly placed individual. If this request is made within 8 hours of service, there will be no charge to the customer. If a request for replacement is made after the initial 8 hours of service, InGenesis will issue an invoice credit to the customer for the total charges from the point the customer provides notification of the request.

InGenesis creates talent pools of pre-screened candidates for high volume and frequently filled labor categories. This allows InGenesis to quickly backfill a worker openings without impacting client operations.

8.2.6 Replacement of Unsatisfactory Employees

Unsatisfactory individuals will be replaced within 1 business day if requested by the customer. InGenesis understands that a customer requesting a replacement may contact a different awarded supplier for the service.

InGenesis creates talent pools of pre-screened candidates for high volume and frequently filled labor categories. This allows InGenesis to quickly backfill a worker openings without impacting client operations.

8.2.7 Customer Satisfaction

InGenesis understands that the customer shall be the sole judge as to whether a temporarily assigned individual is satisfactory and is fulfilling the customer's requirements. InGenesis' PM keeps an open line of communication to obtain voice of the customer feedback on contract and performance issues. Customers may provide feedback on worker satisfaction via telephone calls, emails, quarterly business review meetings, or customer surveys.

8.3 Placement

8.3.1 Direct Placement

This section is included in §3.3 under *Bid Portions Requested to be Held Confidential*.

8.3.2 Placement of Temporary Employees

This section is included in §3.4 under *Bid Portions Requested to be Held Confidential*.

8.3.3 Customer Interviews

Following our own screening and qualifying process, InGenesis will present the Candidate to the Customer. The Customer may request an interview with the Candidate to determine their qualifications for the required position. When a request is made, InGenesis' PM will coordinate with the Customer and Candidate to facilitate an interview either on-site, virtually or via telephone. InGenesis acknowledges and understands that the candidate presentation process does not negate InGenesis from the responsibility for managing the worker's performance once placed. Figure 6 details the candidate presentation process.

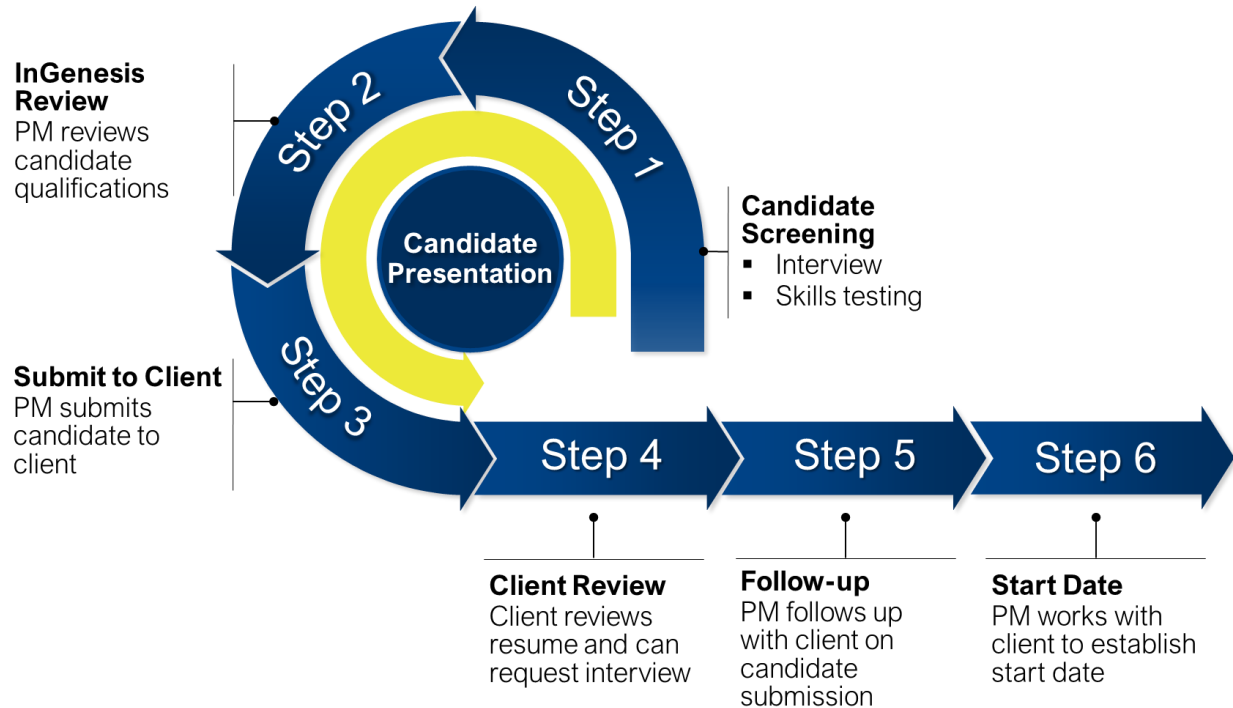


Figure 7: InGenesis candidate presentation process

8.3.4 Rejection of Candidate

InGenesis understands the customer may reject a candidate submitted for consideration if the person does not meet the experience requirements of the statement of work (SOW).

InGenesis makes every effort to submit qualified candidates for each position. During implementation InGenesis' Implementation Department works with the customer's stakeholders to identify the existing labor categories and statement of work requirements for positions on the contract. The HR Department then works with the program management team to create position templates for each position. These templates are used as the basis for submitted requisitions, and modified by the PM to meet the specific requirements of each customer hiring manager. The recruiters use these templates to identify best-fit candidates during our recruitment and screening process.

8.3.4.a Removing a Worker InGenesis acknowledges the customer has the right to remove temporary worker's that deficient in their performance.

If worker behavior becomes problematic to either the customer or InGenesis, the progressive disciplinary model is used for corrective action. Issues may include tardiness, absenteeism, or interpersonal conflict; any offences which include breaches of federal, state or local law while employees of InGenesis will result in immediate termination of employment and removal.

Unless the infringement is entirely unacceptable, the PDM is escalated corrective action model based on severity and/or reoccurrence. In addition to the PDM, InGenesis will abide by Customer wishes and will dismiss workers deemed unacceptable through a written statement. The PDM is in Figure 7.

Progressive Disciplinary Model	
Step 1: Formal Counseling	Formal counseling to help employees improve personal behavior and work-related deficiencies. Intended to discuss minor negative personal behaviors or work-related deficiency. Corrective actions discussed to improve work performance or personal behavior.
Step 2: Verbal Warnings	<ul style="list-style-type: none"> Formal verbal notification that personal behavior or performance does not comply with contract performance requirements. Issued when formal counseling does not correct the deficiency and for more serious offenses. In-depth/specific corrective actions discussed to stop the deficiency.
Step 3: Written Warnings	Formal written notification that personal behavior or performance does not comply with contract performance requirements. Issued when verbal warnings do not correct the deficiency and for even more serious offenses. Written warnings are normally placed in the resource's permanent personnel file.
Step 4: Suspension	The most severe form of discipline short of involuntary termination. Issued when neither verbal nor written warnings correct the deficiency or when the deficiency is severe enough to merit bypassing lower level of discipline. Severity of behavior dictates the length of suspension, which is usually without pay.
Step 5: Involuntary Termination	For severe or repeat offenses, replacement is sometimes necessary to meet our quality requirements. Workers who have displayed serious inappropriate behavior, regardless of whether they have previously demonstrated such behavior or received the progressive discipline outlined above, may be subject to immediate involuntary termination.

Figure 8: InGenesis responds quickly to any performance issues

8.3.5 Selection of Awarded Suppliers

InGenesis understands that an awarded supplier will be selected at the customer's discretion and from within their geographic region.

8.3.6 Solicitation of Multiple Awarded Suppliers

InGenesis understands that customers may contact multiple awarded suppliers to fill a requested position.

8.4 Supplier's Responsibilities

8.4.1 Communication of Client Need

When a request is made, InGenesis PM will communicate with the requesting customer to confirm the position requirements including hours, background checks, certifications, education, and experience. InGenesis' PMO will coordinate with recruiters to source individuals who are qualified for the position. The requisition workflow is discussed in §3.4 in *Bid Portions Requested to be Held Confidential*.

8.4.2 Notification of Job Classification and Rate

Upon receipt of request, the InGenesis PM will inform the customer of the proposed job classification and applicable rate. The PMO will wait for authorization from the customer before proceeding with the service request.

8.4.3 Managing Placement Quality

InGenesis understands that positions not identified on the contract is not allowed on the contract, and considered an abuse of the contract. InGenesis' PM will decline requisition orders outside the scope of the contract, and notify the contract administrator of rogue spend when it occurs.

If the contract administrator amends the contract to remove or add positions to the contract, the program management office will work with the Legal Department to amend the contract to update the positions.

8.4.4 Background Checks

As part of the screening process, it is standard procedure to conduct background checks on all candidates. All background checks are conducted in compliance with federal and state regulations as well as the specific requirements of the Customer. InGenesis will provide additional background checks at the request of the Customer.

Criminal background checks will identify offenses for the past seven years, including but not limited to: forgery, fraud, assault and battery, weapons violations, possession, distribution, sale or delivery of a controlled substance, and driving while intoxicated (DWI) (if the position requires operation of a state-owned vehicle).

InGenesis' standard criminal background check includes county, state and federal criminal searches, national criminal searches. Background checks will comply with state and customer requirements.

In addition to the criminal background check, InGenesis' screening process may include the following checks based on position requirements.

Employment Eligibility Verification InGenesis utilizes E-verify as a best practice measure to verify information and work authorization for all employees.

Education Verification Domestic education verification requests are submitted to the National Student Clearinghouse, the industry standard for Family Educational Rights and Privacy Act (FERPA)-compliant education verification services. This service tracks more than 3,300 academic institutions, which enroll more than 96% of all students in the United States.

Employment Verification Employment verification requests are sent to a leading employment verification database accredited by the National Association of Professional Background Screeners. This service screens approximately 400,000 candidates per year and is experienced in international employment verification.

Professional License Report Professional license status searches are performed directly through appropriate professional websites and online databases.

Drug Screening: If required, candidates will undergo a drug screening. The standard drug screen is a 10-panel drug test that looks for substance abuse of amphetamines, cocaine, marijuana, opiates, phencyclidine (PCP), barbiturates, benzodiazepines, methadone, propoxyphene and methaqualone.

8.4.4.a Annual Background Checks On an annual basis, InGenesis will perform a background check for each personnel assigned to perform services under this contract for that year. Any subcontractors on this contract will be required to do the same.

8.4.4.b Background Checks Comply with State and Federal Laws InGenesis has extensive experience providing temporary workers for state governments throughout the United States and is well-acquainted with the rules and regulations that govern background checks. As such, InGenesis can assure that all state

and federal laws will be observed when conducting background checks. Furthermore, InGenesis will ensure that no personnel for whom a conviction related to sexual assault or assault of a minor has been identified shall be provided to customers.

The InGenesis Legal Department regularly monitors changing regulations as well as state and federal employment laws, including those related to background checks. These assessments are completed annually and on an ongoing basis as new regulations are proposed and implemented. When changes to background checks occur which affect the state contract, InGenesis will communicate with state management to update the screening process and distribute new requirements across our supplier network.

8.4.5 Insurance, Federal and State Payroll Requirements

InGenesis understands that these services are to be provided on an as-needed basis and upon request from the customer. As the employer of record, InGenesis will be responsible for liability insurance, federal and state payroll requirements including insurance coverage for any candidate sent to a customer. Additionally, InGenesis will be responsible for payroll taxes, payroll reports, workers' compensation, benefits, hiring and firing for our candidates and placed temporary employees.

8.4.6 Quality Assurance Checks

InGenesis provides quality services, and performance improvement is a core factor in our quality management approach. In accordance with the State's requirement, InGenesis' PM will perform a quality assurance check with the customer's point of contact to verify our temporary employee is fulfilling all requirements. Quality assurance checks will be provided thereafter at an interval agreed upon by InGenesis and the customer, including any checks requested directly by the customer.

8.4.6.a Quality Control Plan Our quality management approach addresses five factors: customer satisfaction, prevention over inspection, continuous improvement, program management responsibility and accountability, and cost of non-conformance.

InGenesis follows the plan-do-check-act (PDCA) continuous improvement model with a root cause analysis function to diagnose and resolve issues. The quality approach and systemic processes are used for quality management of all InGenesis operations.

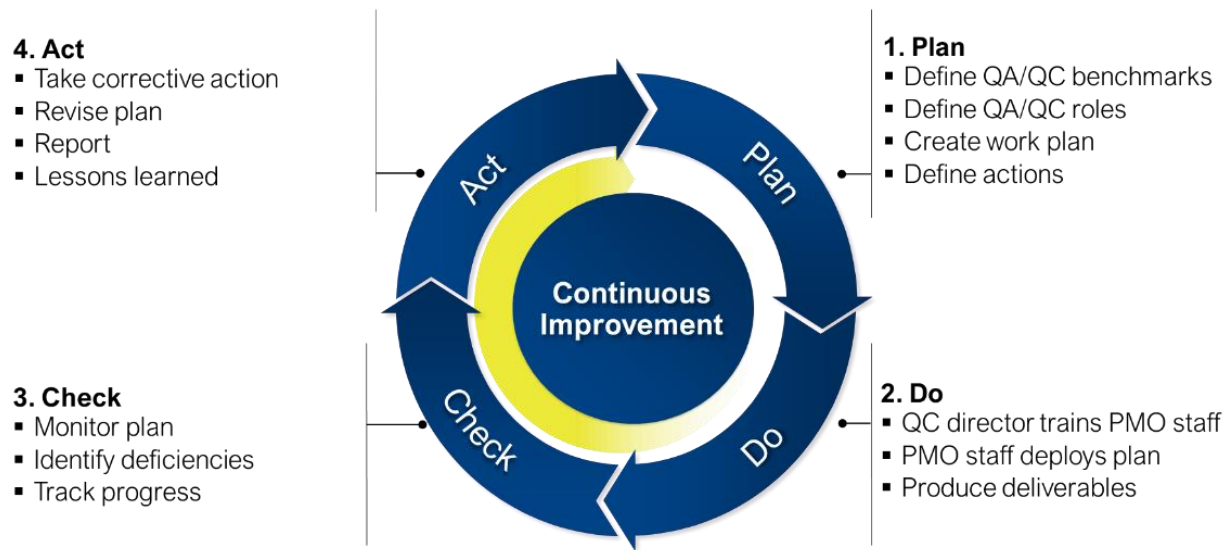


Figure 9: Plan, do, check, act process

Step 1: Identify and collect information - Identify problem using metric reporting and feedback from staff and client. Collect all available information and identify information gaps. Collaborate with staff and client to collect missing information.

Step 2: Assess and resolve - Assess the information and establish the severity of the issue. Identify possible solutions to resolve the problem and select a solution to implement.

Step 3: Implement the standard procedure or design an alternative solution - If using an alternative solution, document the new approach, and implement the solution.

Step 4: Report and Escalate - Report issue to senior leadership and escalate severity of solution attempts.

Step 5: Evaluate and Institutionalize - Evaluate the effectiveness of the solution and modify standard procedures to institutionalize change, if necessary.

8.4.7 Conversion of Temporary Employees

InGenesis understands that temporary workers may be hired as permanent employees by the customer. The customer must comply with all hiring processes. InGenesis will require no fee or other obligation from the customer in the event that a temporary employee is hired.

InGenesis' PM will work with the worker and the customer to off-board the worker from InGenesis.

8.4.8 Voluntary Termination

InGenesis understands that the customer will not be responsible for an offered candidate who voluntarily leaves InGenesis' employment or engages in employment with another company.

8.4.9 Security

InGenesis includes security requirements in our temporary worker orientation, as described in §8.1.2. Like all orientation materials, the security requirements are updated based on communications with the requesting customer.

All candidates will be required to review the security regulations, policies and standards for their position and must provide a signed attestation to confirm their understanding of all requirements. Failure to adhere to security policies may result in disciplinary action according to our progressive disciplinary model.

8.4.10 Timekeeping and Invoicing

As the employer of record, InGenesis will manage all payroll and deductions for temporary employees assigned to customers.

Our methods are continuously reviewed internally to find possible improvements and reduce inefficiencies. InGenesis' commitment to continuous improvement ensures clients receive the best services possible. Our established methods for timekeeping, including our settlement process, capture and approval of time and expenses, invoice creation and submission has allowed both InGenesis and our clients to expedite timekeeping and billing duties for all parties involved, while keeping costs to a minimum.

InGenesis utilizes Paycom, a web-based tool for time capture to streamline the time capture process. This online timekeeping system allows for the efficient use of electronic time sheets. This user-friendly application automates collection, authentication, approval, and processing of all labor and expense data, while providing a broad range of functionality that successfully lowers payroll and billing processing costs. InGenesis has seen great success with this system when used for other academic institutions and large contracts.

In addition to its efficiency, the Paycom system allows InGenesis to easily backup and provide Customers with a variety of supporting documentation. InGenesis will utilize Paycom to provide all requested documentation with generated invoices, including:

- Name of the Customer
- Dates worked
- Number of regular hours worked each day
- Name of the temporarily assigned individual
- Beginning and ending time
- If applicable, number of overtime hours worked each day

Our onboarding process includes training contract workers on how to complete and submit time sheets. Workers are instructed to enter only actual time worked, not scheduled and approved breaks or a lunch break. By ensuring that employees are trained to follow established payroll procedures, we reduce the likelihood of time-consuming mistakes and delayed compensation due to errors.

Timekeeping and Invoicing Process

Contingent worker utilizes human resource management tool: Temporary worker utilizes tool for time capture.

Approve time sheet: Customer hiring manager approves the worker's time sheet. If the time sheet gets declined, the hiring manager notifies InGenesis/temporary worker of declined time sheet. The temporary worker is directed to make corrections in the tool.

Consolidate all time approved: Consolidated invoices are generated from extracting the approved time sheets data from the tool. The invoicing process is performed by the Finance Department and

overseen by controllers.

Generate invoice: A sample invoice is generated and prepared for distribution to the Customer for review.

Approve payment voucher: The customer's end users review the invoice created by InGenesis and approves the payment voucher. If there are errors, or pre-approvals are missing, suppliers are directed to provide information to the program management or supplier to make corrections.

Submit invoice to Customer: InGenesis then submits the verified, consolidated invoice to the Customer. All invoices will match the Customer's desired format determined during contract implementation. The invoice is submitted to the Customer.

Process invoice: The Customer processes the invoice within the number of days dictated by the terms and conditions.

Submit payment to InGenesis according to payment terms: Customer submits payment to InGenesis in accordance with the set payment terms.

Receive payment: InGenesis receives the payment from the customer and prepares for the distribution of fees.

Distribute payments according to payment terms: InGenesis distributes payments to temporary workers in accordance with contract payment terms

Temporary worker receives payment: InGenesis pays workers assigned to Customer.

Invoice adjustments (if needed): The Finance Department of invoices occur one week after InGenesis' submission to the client. Audits are conducted by reviewing credit and debit memos. If the supplier flags an error, they are responsible for submitting a Supplier Generated Time Adjustment Request. The project manager must sign off on the adjustment. The invoice is then re-submitted to the Finance Department with the adjustment identified as a supplemental charge.

Figure 10: Timekeeping and invoicing process

8.4.11 Candidate Negligence

InGenesis will be responsible and may be held financially liable for the negligent acts of our workers.

8.5 Bonding

8.5.1 Bonding of Select Candidates

InGenesis offers bonding of select candidates at the request of the customer. Upon request, InGenesis will obtain bonding from a qualified insurer to meet all state and federal requirements.

8.5.2 Payment of Bonding Fees

InGenesis understands that any bonding fees will be the responsibility of the customer. InGenesis can include the cost of bonding fees in our price quoted to a customer with a request.

8.5.3 Selection of Bonding Insurer

InGenesis is an experienced provider of bonded temporary employees throughout the United States. Our Legal Department negotiates all state-specific and federal requirements to ensure that the selected bonding insurer can provide the necessary insurance required for our temporary employees.

8.6 Equipment, Property and Damages

8.6.1 Maintenance of Furnished Property

InGenesis shall be responsible for the proper maintenance and custody of any personal tangible property owned and real property furnished by the Customer for use in connection to the performance of the contract.

8.6.2 Loss or Damage of Property

In the event of damage or loss of customer property caused by an InGenesis temporary employee, with the exception of normal wear and tear, InGenesis shall be responsible for reimbursement to the affected customer.

8.6.3 Use of Equipment

InGenesis understands that equipment requirements may vary based on the assignment of a worker. Necessary equipment can be discussed during the customer's initial request for an employee to ensure that candidates possess or receive any necessary training or credentials to operate job-essential equipment.

8.7 Customer's Responsibilities

8.7.1 Customer Requests

The InGenesis PMO will receive requests from customers and maintain open communication to ensure that all necessary information is received. For each request, customers are expected to provide:

- Number of individuals needed
- Job duties
- Equipment to be used
- Knowledge, skills and education and/or experience
- Computer software to be used
- Hours of work
- Expected length of assignment
- Job related attire
- Position location
- Customer contact person
- Other Pertinent job-related information

8.7.2 Communication of Requests

InGenesis understands that customers will utilize e-mail and facsimile as a preferred method of communication for requests. Additional methods of communication, including telephone can be utilized at customer discretion.

8.8 Background Checks

8.8.1 Requests for Additional Background Investigations

When providing personnel, InGenesis understands that there may be a need for additional background checks. In addition to our standard background check process, as described in §8.4.4, InGenesis is proud to offer customizable solutions to meet client needs. As such, we are prepared to obtain and perform additional background investigations, when necessary. When a request is received, the PM will communicate with the customer to ensure that all needs are understood and fulfilled satisfactorily.

8.8.2 Cost for Additional Checks

InGenesis understands that the customer may be responsible for the cost of additional background checks they request.

8.8.3 Employment Eligibility and References

Employment eligibility and reference checks are a part of the standard InGenesis background screening process as described in §8.4.4. In addition, InGenesis understands that background checks for referrals by the customer may be performed at the discretion of the customer.

8.8.4 Cost for Standard Checks

InGenesis understands that the cost of standard checks including employment eligibility and reference checks shall be at the cost of awarded suppliers on this contract.

8.8.5 Other Background Checks

InGenesis will perform specialized background checks in addition to our standard screening procedure at the request of the customer.

8.8.6 Pre-Employment Checks and Drug Testing

InGenesis understands that the customer may request and conduct pre-employment background checks and drug testing prior to the potential candidates starting date.

8.8.7 Background Check Limitations

InGenesis understands that background checks and drug testing requirements requested by Customers will not exceed those required for their own permanent full-time employees holding the same or similar positions as the requested candidate.

8.9 References

InGenesis' business references can be found in §3.3 under *Bid Portions Requested to be Held Confidential*.

8.10 Value Add

InGenesis is offering no additional services beyond those requested in the State's documentation.

Please refer to Pricing Proposal in Word Format for full pricing proposal.

I. PRICING FOR STAFFING SERVICES

TABLE: NTE Bill Rates for Sample Job Titles:

Position Title	Labor Type	Tier 1	Tier 2	Tier 3
Accounting Clerk	Admin/Professional	\$ 24.99	\$ 28.65	\$ 32.12
Administrative Assistant	Admin/Professional	\$ 26.50	\$ 29.42	\$ 36.25
Data Entry Clerk	Admin/Professional	\$ 21.28	\$ 23.64	\$ 27.34
Executive Assistant	Admin/Professional	\$ 44.35	\$ 49.61	\$ 52.42
Financial Analyst	Admin/Professional	\$ 38.21	\$ 45.01	\$ 54.73
Health Information	Admin/Professional	\$ 22.86	\$ 26.10	\$ 27.82
Healthcare Services	Admin/Professional	\$ 48.40	\$ 61.94	\$ 69.26
Medical Records	Admin/Professional	\$ 21.80	\$ 23.96	\$ 25.16
Project Manager	Admin/Professional	\$ 49.12	\$ 73.17	\$ 89.80
Audiologist	Medical/Dental	\$ 51.77	\$ 56.41	\$ 58.91
Certified Occupational Therapist Assistant	Medical/Dental	\$ 37.13	\$ 40.64	\$ 42.48
Dental Assistant	Medical/Dental	\$ 24.18	\$ 26.56	\$ 27.86
Dental Hygienist	Medical/Dental	\$ 47.85	\$ 54.21	\$ 57.64
Dentist	Medical/Dental	\$ 114.31	\$ 123.12	\$ 138.02
Dietitian	Medical/Dental	\$ 42.94	\$ 44.93	\$ 48.28
Epidemiologist	Medical/Dental	\$ 75.53	\$ 81.96	\$ 92.89
Health Educator	Medical/Dental	\$ 40.38	\$ 45.18	\$ 47.78
Licensed Clinical	Medical/Dental	\$ 43.91	\$ 47.34	\$ 49.17
Licensed Physical	Medical/Dental	\$ 34.61	\$ 38.04	\$ 39.88
LPN/LVN	Medical/Dental	\$ 32.03	\$ 37.82	\$ 40.92
Medical Assistant	Medical/Dental	\$ 22.97	\$ 24.69	\$ 25.60
Medical/Clinical	Medical/Dental	\$ 33.90	\$ 36.97	\$ 38.59
Mental Health	Medical/Dental	\$ 23.34	\$ 26.43	\$ 28.06
MRI Technologist	Medical/Dental	\$ 50.10	\$ 54.78	\$ 57.29
Nurse Practitioner	Medical/Dental	\$ 86.55	\$ 94.04	\$ 104.81
Occupational Therapist	Medical/Dental	\$ 70.95	\$ 77.20	\$ 86.14
Paramedic	Medical/Dental	\$ 28.63	\$ 32.46	\$ 34.48
Pharmacist	Medical/Dental	\$ 86.77	\$ 92.31	\$ 95.25
Phlebotomist	Medical/Dental	\$ 23.20	\$ 25.77	\$ 27.13
Physical Therapist	Medical/Dental	\$ 70.21	\$ 76.12	\$ 84.60
Psychiatrist	Medical/Dental	\$ 252.13	\$ 266.46	\$ 290.97
Psychologist - M.A.	Medical/Dental	\$ 57.80	\$ 65.19	\$ 69.14
Psychologist - Ph.D.	Medical/Dental	\$ 82.70	\$ 92.80	\$ 107.41
Radiologic Technologist	Medical/Dental	\$ 36.54	\$ 40.40	\$ 42.41
Registered Nurse	Medical/Dental	\$ 47.44	\$ 57.10	\$ 77.24
Speech Pathologist	Medical/Dental	\$ 56.98	\$ 59.39	\$ 63.48
Ultrasound Technologist	Medical/Dental	\$ 54.53	\$ 57.11	\$ 61.57

Positions not indicated in the table above will be subject to the prices indicated in the Staffing Services Table.

Overtime is billed at 1.4x the rates indicated above.

- Crisis rates are excluded from the table above and will be priced upon request.

Use or disclosure of data contained on this sheet is subject to restrictions on title page of this proposal.



Below you will find our price for our staffing services. Markups will be applied to a worker's base salary.

Staffing Services:

Labor Category	Markup
Administrative, Clerical, Professional Staff	1.38
Medical / Dental	1.37
Non-Technical / General Labor **	1.47

(**) Includes light and heavy labor, service staff, special service, and skilled trade.

Base pay rate: Direct compensation paid by InGenesis to its employee. May be paid hourly, daily, weekly or monthly.

Markup: The factor or multiplier applied to the worker's hourly pay rate to reach an hourly bill rate.

For example: Applying a markup of 1.38 to a Secretary's base pay rate of \$22.50/hr.
would result in a bill rate of $\$22.50 \times 1.38$ or \$31.05/hr.

Markup includes

- All payroll and statutory expenses
- ACA compliant healthcare benefits
- Referral bonuses.

NOTE:

- Overtime will be billed at applicable markup rates based on table above.
- Discounts:
 - Prompt Payment Discount: 0.5% if paid within 10 days of date of invoice
 - Volume discounts may apply
 - Tenure discounts may apply











SW0132 Execution Version Contract - InGenesis

Final Audit Report

2021-02-09

Created:	2021-02-02
By:	Joseph Farani (joseph.farani@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1G69BDERd4bmj7any7OcZpG6a6DSSwP8

"SW0132 Execution Version Contract - InGenesis" History

-  Document created by Joseph Farani (joseph.farani@omes.ok.gov)
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✔ Agreement completed.

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