

NASPO ValuePoint

**PARTICIPATING ADDENDUM****TEMPORARY EMPLOYMENT SERVICES**Led by the State of **New Mexico**

Master Agreement #: 50-000-15-00058 AC

Contractor: **DATAMAN USA, LLC**Participating State: **STATE OF IOWA**

1. Scope: This addendum covers the Temporary Employment Services agreement led by the State of New Mexico ("Lead State") for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Nidhi Saxena
Address:	6890 S Tucson Way, Suite 100
Telephone:	720-201-5617
Fax:	720-248-3200
Email:	contact@datamanusa.com

Participating State

Name:	Karl Wendt
Address:	1305 E Walnut ST, Des Moines, IA 50319
Telephone:	515.281.7073
Email:	karl.wendt@iowa.gov

4. Participating State Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating State. The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 **Governing Law**: The Participating Addendum shall be governed by Iowa law.

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- 4.2 Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum, if any, as defined below within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.
- 4.3 Affirmative Action: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all federal and state laws applicable to this Participating Addendum, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State’s written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

- 4.4 Administrative Fees: Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:  
State of Iowa - DAS/Central Procurement  
Attention: DAS-CP COO  
1305 E. Walnut St.  
Des Moines, IA 50319

Schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 4.5 Pricing may not exceed the rates in DatamanUSA, LLC’s Master Price Agreement, which is incorporated by reference. The Contractor may offer, within written quotes, offer a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

- 5. Subcontractors: All contactors, dealers, and resellers authorized in Participating State, as shown on the dedicated Contractor (cooperative contract) website or as approved as

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authorized subcontractor by Lead State, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any order placed by a Participating State or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
7. Medical staffing work environment: With regards to Contractor's provision of medical staffing personnel, including but not limited to physicians and advanced practice providers ("Providers"), Client shall:
  - a. Ensure that Facility supplies Providers, according to the required specialty, with (i) a reasonable coverage schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, (iv) appropriately trained support staff, as necessary, and (v) any other customary support, in each case to enable Provider to perform medical services in Provider's specialty on comparable terms to other practitioners in the same specialty at Client's Facility.
  - b. Provide to Provider an orientation of Client's Facility and required policies and procedures.
  - c. Comply with AMA, federal, state and local standards relating to patient care, the practice of medicine and related activities.
  - d. Establish and pay for all fees associated with hospital privileges for Provider.
  - e. Notify Agency within 48 hours of a Provider's presentation to Client whether it accepts or declines the services of Provider.
8. Medical staffing liability: With regards to Providers, Client shall exercise independent judgment of the professional qualifications of and whether they meet the requirements of their assignments. Client shall assign Providers only to areas of practice within their clinical competence. Contractor acknowledges that Contractor is not engaged in any fashion in the practice of medicine. Subcontractor is not licensed to practice medicine and shall have no control as to the means or the quality of any Provider's medical services, nor shall Subcontractor have any right or responsibility for making any determinations regarding Provider's professional service assignments, schedule or practice. Subcontractor shall have no liability for any injury or any loss to any party relating to or in any way arising out of Provider's professional services or any other of Providers acts or omissions. Notwithstanding, Contractor's liability for any given Work Order shall not exceed the total amount invoiced by Contractor to Client under said Work Order.
9. Non-solicitation: Client agrees that for a period of two years after the date of a Work Order for a Placed Temporary Worker, Client shall not utilize, nor shall it permit any Client Affiliate to utilize any services of that Placed Candidate, whether as an employee, independent

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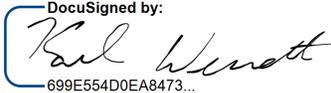


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contractor, consultant or otherwise unless Placed Candidate applies for a publicly posted position or responds to a publicly posted solicitation.

10. Payment terms: Payment shall be governed by Iowa Code § 8A.514. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered (unless the parties agree to partial shipment or deliveries) or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a minimum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card," at the time of order placement only, with no additional charge.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Iowa	Contractor: DatamanUSA, LLC
Signature:   699E554D0EA8473...	Signature:   DD7D710CFC08400...
Name: Karl Wendt	Name: Nidhi Saxena
Title: Procurement Manager	Title: CEO & President
Date: 5/15/2020	Date: 5/18/2020