

PARTICIPATING ADDENDUM**TEMPORARY EMPLOYMENT SERVICES**Led by the **State of New Mexico**Master Agreement #: **20-00000-21-00021AA**Contractor: **22nd Century Technologies**Participating Entity: **STATE OF IOWA**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope. This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
2. Participation. This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of New Mexico and Contractor for Temporary Employment Services. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Term. This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
4. Primary Contacts. The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	
Address:	
Telephone:	
Email:	

PARTICIPATING ENTITY:

Name:	Jocelyn Brincks
Address:	1305 E Walnut Street, Des Moines, IA 50319
Telephone:	515-499-3659
Email:	jocelyn.brincks1@iowa.gov

Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the limitations, modifications, and additions under Section 8 of this Participating Addendum.**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Subcontractors. All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
6. Orders. Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.
7. Modifications or Additions to the Contract.
 - a. Definitions. For the purposes of this Participating Addendum, the following words shall be defined as set forth below.

"Contract" means the collective documentation memorializing the terms of the Participating Addendum between the State and the Contractor, and includes the Master Agreement and all additional documentation listed in Section II of the Master Agreement.

"Contractor" means the provider of goods under the Contract.

"State" means the State of Iowa and all state agencies, boards, and commissions, and any political subdivisions making purchases off of this Contract as permitted.
 - b. Limit of Hours Worked.
 - i. The Contractor shall limit the total number of hours that any one temporary staff person in a general labor (STTA) position is assigned to the State to 780 hours in any fiscal year. The Contractor shall not "payroll" employees on behalf of any State agency. The Contractor will not honor any request by a State agency to place any individual person beyond 780 hours per fiscal year, regardless of whether their placement with the State involves more than one assignment within that State agency or in combination with a placement with another State agency.

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- ii. The Contractor shall limit the total number of months that any one temporary staff person in a professional level (TPMA) assignment is assigned to the State to 18 consecutive months in a two-year period. If an individual is assigned to a TPMA position which ends prior to the 18-month limit, that same individual may be assigned to another TPMA position with eligibility to satisfy the full 18 months on a new assignment.
 - c. Security of Data. The Contractor's temporary staff may have access to confidential data maintained by the State of Iowa to complete their assigned duties in accordance with the rules established by the custodian of those records. The Contractor shall at orientation, prior to the assignment of any temporary staff, communicate the department's policies and procedures as advised to its staff for safeguarding the confidentiality of such records. The Contractor shall have each member of its temporary staff execute a Confidentiality Agreement on a form acceptable to the State of Iowa. The Contractor and its employees assigned under the Agreement shall also maintain confidentiality requirements imposed by law.
 - d. Rights in Products. The State of Iowa retains all rights to all data, reports, programs, designs and other results of this Contract, with the exception of Contractor's payroll, employment records and other corporate books and records. The Contractor may not reproduce or otherwise use the products of this Contract without the written consent of the State of Iowa. The State of Iowa reserves first publication rights to any products of this Contract and the State of Iowa may place these products in the public domain without permission of the Contractor.
 - e. Governing Law. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, State's laws.
 - f. Compliance with The Law; Nondiscrimination in Employment. 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 applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing under this Participating Addendum, 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 of Iowa 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. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Participating Addendum. In the event the

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Contractor contracts with third parties for the performance of any of the Contractor obligations under this Participating Addendum, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Participating Addendum to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Participating Addendum and the State may cancel, terminate, or suspend, in whole or in part, this Participating Addendum. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

- g. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall solely be brought in the District Court for the State of Iowa in the county where venue is appropriate. Alternatively, if venue is proper in federal court, suit shall solely be brought in the United States District Court for the Northern or Southern District of Iowa, wherever jurisdiction is appropriate. Nothing contained in this provision shall be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity or Eleventh Amendment immunity, which may be available to the State.

The Contractor shall comply with all applicable laws, regulations and order including, but not limited to equal employment opportunity laws and regulation, the Equal Pay Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, and the Drug Free Workplace Act.

- h. Invoicing. For the duration of the contract, all product pricing shown on invoices submitted to the State of Iowa and political subdivisions shall:
- Not fall short of the discounts quoted on the Pricing List.
 - Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited shipment. For expedited shipment, the Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.
 - Be verifiable against the manufacturer's then-current retail price list.
- i. Payment Terms. Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

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j. Participating Entity Reporting Requirements and Administrative Fee.

- i. Administrative Fee. Without affecting the approved Goods or Service prices or discounts specified in the Contract, the State of Iowa shall receive 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 the Contractor directly to the State of Iowa, made payable to the Iowa Department of Administrative Services.

Send to:

State of Iowa – DAS/Central Services Enterprise
Attention: DAS – Finance
1305 East Walnut Street, 3rd Floor
Des Moines, IA 50319

- ii. Quarterly Reports. This contract permits other State Agencies and political subdivisions to purchase from the Contract. The Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the State of Iowa on a quarterly basis. The report shall identify all State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor shall submit quarterly reports via email to the State of Iowa contact listed in Section 4.

Reporting Schedule – based on calendar year:

Quarter 1 (Jan 1 – Mar 31) - Due Apr 30

Quarter 2 (Apr 1 – Jun 30) - Due July 31

Quarter 3 (July 1 – Sept 30) - Due Oct 31

Quarter 4 (Oct 1 – Dec 31) - Due Jan 31

- k. Insurance Certificate. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the State of Iowa upon execution of this Contract. Send the Certificate of Insurance (COI) to the Participating Entity's contact identified in Section 4 of this Participating Addendum.

Please include in the COI the following additions:

COI – Description of Operations box shall state:

State of Iowa and the Iowa Department of Administrative Services are named as additional insured. No cancellation of the insurance shall be made without at least thirty (30) days prior written notice to the State of Iowa and the Iowa Department of Administrative Services.

COI - The Certificate Holder box shall state:

State of Iowa - Department of Administrative Services
1305 East Walnut Street
Des Moines, IA 50319

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.