



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION			
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VENDOR INFORMATION	
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COMMODITY / SERVICE INFORMATION							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00
Temporary Labor Services							
Extended Description: Billing rates are established by combining the Pay Rate and Percentage of Mark- Up (73% Clerical/2% General Labor)							

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**MASTER AGREEMENT
FOR
TEMPORARY LABOR SERVICES
BETWEEN
COMMONWEALTH OF KENTUCKY
AND
EIGHT ELEVEN GROUP, LLC
8365 KEYSTONE CROSSING, SUITE 104
INDIANAPOLIS, IN 46240
502-710-0067
DANIEL FLORER (dflorer@calculatedhire.com)**

TERMS AND CONDITIONS

Section 1

Scope of Contract

The Office of Procurement Services has established this **Master Agreement** for **Temporary Labor Services**.

Section 2

Specifications

VENDOR REQUIREMENTS:

The vendor shall be in compliance with Federal Fair Labor Standards Act, Kentucky state employment laws and regulations and Immigration Laws.

The vendor shall conduct business during normal working hours (e.g., Monday through Friday, 8:00 AM to 5:00 PM) and shall also be accessible twenty-four (24) hours a day, seven (7) days a week, to respond to requests and/or complaints.

BACKGROUND CHECKS

Some State Agencies may require background checks (i.e. standard pre-employment background checks) for temporary contract labor. the vendor must be prepared to provide these background checks at no additional cost to the State Agency when requested.

Agencies requiring more extensive background checks will be responsible for the associated cost.

CONFIDENTIALITY

All federal and state regulations and statutes including affiliated penalties related to confidentiality shall be applicable to the vendor and their employees assigned to the Commonwealth of Kentucky. The contractor and its employees will be asked, in some cases, to sign agency specific confidentiality agreements and/or Business

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Associate Agreements prior to approval for work. Disclosure of confidential information will constitute reason for disciplinary actions and or dismissal.

DRUG TESTING

Some State Agencies require drug screening checks for temporary contract labor for sensitive institutions or positions incurring liability. The vendor must be prepared to provide drug screenings at no additional charge to the State Agency when required to do so.

The test shall be performed (“Pre-appointment testing”) within the 30 calendar days immediately prior to the start date. At a minimum the drug test shall include a ten (10) panel plus oxycodone drug test, to include but not be limited to the following:

- Marijuana,
- Cocaine,
- Opiates,
- Amphetamines,
- Phencyclidine,
- Morphine,
- MDMA (Ecstasy),
- Methadone,
- Benzodiazepines,
- Barbituates, and
- Oxycodone.

All services performed under the contract(s) shall be in accordance with the terms and provisions of the contract. It is the agency's responsibility to insure that such services rendered and performed are acceptable.

The contractor should assign personnel as geographically economical for the employee as possible. Distance from the contract employee's home to their assigned work site will not constitute additional compensation. The contractor or their contract employee shall be responsible for transportation to and from the job site in order to perform their job duties.

Contract employees shall adhere to all agency and state policies and procedures. Contract employees may be required to obtain and wear the facilities identification badge while on duty.

All Contract employees shall comply with all Center for Disease Control (CDC), Federal, State and local guidelines and mandates. All Personal Protective Equipment (PPE) is to be provided by Contracting Vendor.

TRAVEL/OFF SITE ASSIGNMENT

In the event a contractor's employee is required to travel or attend a meeting away from the work site, the employee shall obtain prior approval from the agency for any

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such travel. The agency will reimburse the contractor in accordance with state travel rates for any prior approved travel.

PAY RATES

Pay rates for this Master Agreements will be established by the Commonwealth Finance Personnel office. Occasionally there may be Federal, State or Local government mandated pay rates. The pay rate provided will be the maximum actual wage paid to the worker. State Agencies may always request a lower hourly wage on a case by case basis. The pay rate provided shall be the same for all awarded contracts.

BILLING RATES

The Percentage of Mark-Up over the hourly Pay Rates will cover all related vendor costs to include but not limited to, the vendor’s overhead, administrative expense and profit.

Contractors shall be responsible for all federal/state/local withholdings and liability insurance. The vendor shall bear all insurance and security bonding expense for its employees. Contract bill rate shall be all-inclusive

Billing rates are established by combining the Pay Rate and Percentage of Mark- Up

Hours worked shall be computed in ¼ hour units of time (.25, .50, .75). The vendor shall bear all insurance and security bonding expense for its employees. The Agency shall not be responsible for any accrued sick, annual, or any other leave time due the contractor’s employee. Contractor shall only be paid for hours worked.

OVERTIME RATES

No overtime will be authorized or paid unless prior written authorization is obtained from appropriate management staff. Overtime pay shall be invoiced at a bill rate not to exceed one and one-half times the pay rate plus the contracted percentage of Mark-Up for the straight time pay rate.

Overtime Bill Rate Calculation Example:

Assuming \$10.00 is the pay rate and the vendor markup percentage is 20%.

Vendor Markup of Straight time pay rate: $\$10.00 \times .20 = \2.00

Overtime Markup of pay rate: $\$10.00 \times 1.5 = \15.00

Bill rate for approved Overtime would be $\$15.00 + \$2.00 = \$17.00$

Overtime necessitated by vendor’s inability to provide sufficient staff shall not be paid by the Commonwealth

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HOLIDAYS

Holidays will only be paid if worked.

Temporary employees shall be paid for all worked State recognized Holidays. See link for State Recognized Holidays. <https://personnel.ky.gov/Pages/Leave.aspx>. (Note: State Holidays may vary from year to year.)

Worked Holidays will be paid at Overtime rates.

Holidays not worked will not be paid.

EMPLOYEE QUALIFICATIONS

It shall be the vendor's responsibility to screen all contract employees for present work history, previous work history and educational background to insure their suitability for the specific position to which they are assigned. Resumes, work history and educational background shall be provided to the agency requesting services.

ADMINISTRATION

Each contract employee shall be given a personal time sheet for each pay period. It will be required that each employee shall sign in and sign out each day worked. Time sheet shall have the employee name, sign in and sign out times, and total hours worked. The time sheet shall also require the signature of the contract employee and the employee's assigned supervisor or other authorized agency personnel to verify their attendance. A copy of these time sheets shall be attached to the invoice for documentation of time worked. Contractors shall be in full compliance with all Federal and State Wage and hour laws.

Upon termination from a contract assignment, the contract employee shall turn in all items issued to them (i.e. identification badge, keys, phone, etc.) for performance of their assigned duties. Contractor shall be responsible for lost keys and ID Badges at the rate for that agency. The agency may withhold payment to the contractor if contractors' employee does not comply with return of agency property.

INVOICES

The Agency shall not be responsible for any accrued sick, annual, or any other leave time due the contractor's employee. Contract bill rate shall be all-inclusive.

Contractor shall submit to the agency an itemized invoice every week in accordance with the agency workweek for services provided that period. Each agency shall receive a separate invoice grouped by department. Invoices shall provide the following information: employee name, classification, contract bill rate per hour, dates worked, and hours worked, overtime hours, holiday hours, and total cost to the agency. Hours invoiced shall be submitted in ¼ hour units of time (.25, .50, .75) A copy of the timesheet or time ticket etc. shall be submitted with each invoice. No invoices will be processed for payment without all information and documentation. Agency supervisor personnel

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will sign all time sheets, logs, time cards, etc. for contract service personnel before any payments will be processed. All invoice discrepancies shall be corrected before an invoice is processed for payment.

THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING:

- Employee Injury reports (Workers Compensation) shall be required for all contract employees injured on the job;
- Contractor shall furnish a copy of the contract employee's personnel application to the agency;
- **Contractor shall furnish a copy of any job certification or license required to the agency.**

CONTRACT PROVISIONS

Neither the contractor nor the agency shall have the authority to waive or alter the contract provisions. No alterations of this contract shall be authorized without prior approval of the Office of Procurement Services of the Finance and Administration Cabinet. All alterations or modifications to the contract shall be confirmed by a contract modification issued and approved by the Office of Procurement Services.

WORK SCHEDULES

Work schedules are based on 37.5 hours per week, 7.5 hours per day or 40 hours per week, 8 hours per day, Monday through Friday. The agency will determine the work schedule. Agency may require some weekends or evening work hours but this is not the standard. Contractor shall comply with this workweek and overtime shall be computed based on the agency workweek. The overtime bill rate shall only apply to hours worked in excess of forty (40) hours in a workweek. Schedules may vary in accordance with the using agency.

ASSIGNMENT PERIODS

Assignment periods will vary on a case by case basis dependent upon Agencies' needs. Most assignments are full time for the duration of the assignment.

REQUEST FOR SERVICE

Contractor shall only respond to official requests issued from an agency. All requests shall be in writing as a Delivery Order and shall specify: classification required, job duties, and expected hours. The vendor shall respond within seven days. If circumstances are such the requested response time cannot be met, the vendor shall contact the agency and establish an acceptable response time.

REPORTING THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING:

Contractor shall furnish a copy of the contract employee's personnel application to the agency and a copy of any job certification or license required to the agency.

SUBSTITUTIONS

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In the event contract personnel do not meet the requirements of the agency, the vendor will be contacted to supply a substitution. If the vendor is contacted during the first 7.5 hours of service, the agency shall not be charged for the 7.5 hours.

The contractor shall be responsible for any required substitutions if the assigned temporary employee does not meet daily work schedules. Agencies are responsible for contacting the contractor when substitutions are necessary. The contractor must respond by the next day. This shall only be a temporary measure until the assigned personnel returns to work or a replacement is assigned.

INSURANCE

Minimum Requirements for Liability Insurance:

Commercial General Liability	Each Person \$1,000,000
Body Injury Liability	Each Occurrence \$1,000,000
Property Damage Liability	\$1,000,000
Products Liability	\$1,000,000
Property Damage Liability	Each Person \$1,000,000 Each Occurrence \$1,000,000
Personal Injury Liability	Each Person \$1,000,000
Worker's Compensation	Statutory
Employers Liability	\$1,000,000

Policies will be paid by the vendor.
Bidders shall provide proof of insurance with their bid response.

WORKMANS COMP REPORTING

Employee Injury reports (Workers Compensation) shall be required for all contract employees injured on the job;

LEGAL CONSIDERATIONS

This contract award does not include legal coverage for the contractor if a lawsuit is filed against the contractor or the contractor's employees. The contractor must provide their legal representation and if a judgment is rendered against the contractor, the contractor will be held responsible for that judgment.

AGENCY REQUIREMENTS

The agency shall require that all contract personnel are competent and qualified to perform those duties or responsibilities assigned, which shall include certification and/or any licensing requirements. Duties to be performed are those as stated by the agency.

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The agency shall furnish contract employees all tools, office supplies, equipment, supplies, hardware, and materials needed to perform their job duties. These items are the property of the agency and the use of these must conform to agency and state policies and procedures. This does not include vehicle or any mode of transportation to and from job site.

The agency shall provide a cellular phone for those jobs that require them in performing their job duties. The use of a cellular phone is for work related activity only. The agency will provide this equipment at no cost to the contract employee. The cost for use of this equipment for any purpose other than agency business shall be billed to the contractor for reimbursement. The contractor shall be responsible for the safekeeping of this equipment and shall pay for any damage or loss.

ADDITION OF NEW POSITION OR PAY RATE INCREASE

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to this contract award. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

NEW POSITIONS

Requests for new positions to be added to the awarded Master Agreement(s) shall be submitted to the buyer of record for review and Finance Personnel approval.

New Position requests shall include Position Title, Job Duties, Justification, Daily Work Hours, Length of anticipated employment and Approval from an Agency authorized Representative. Requests will be reviewed by the Finance Buyer of Record and forwarded to Finance Personnel for Approval and establishment of a Pay Rate.

PAY RATE INCREASES

Requests for revised Pay Rates shall be submitted to the buyer of record. Requests shall include Position Title, Amount of Pay Rate Increase, Justification for Increase and Approval from an Agency authorized Representative. New Requests will be reviewed by the Finance Buyer of Record then forwarded to Finance Personnel for Approval.

All approved new Positions and/or Pay Rate adjustments will be added to all Temporary Services Master Agreements awarded from RFB 758 2100000106.

Section 3

Initial Contract Period

This contract shall be effective from the date of award through **January 31, 2023.**

Section 4

Renewal Clause – Optional Renewal Period

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This contract may be extended at the completion of the initial contract period for **two (2) additional to (2) year periods**. This extension must have the written approval by all parties. If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 5

Agencies to be Served

This contract shall be for use by the following agency of the Commonwealth of Kentucky:

All State Agencies

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 6

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

Section 7

Basis of Price Revisions

VENDOR PERCENTAGE OF MARKUP ADJUSTMENTS: Unless otherwise specified, the prices established by this contract shall remain firm for the contract period subject to the following:

- A. Price Increase Bill Rates: Price increase requests or deductions are to be submitted as an increase or reduction in percentage of mark-up above actual pay rates determined by the Commonwealth.

A price increase (percentage of markup) shall not occur during the first twelve (12) months of the contract. A vendor may request a percentage of markup price increase at time of renewal, which may be granted or denied by the Commonwealth. Any such markup % increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide justification that the markup % increase(s) is warranted. The Office of Procurement Services may request additional information or justification. If the increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however,

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that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a markup % adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 8

Post Contract Agreements

The contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, **State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 9

Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned are purely estimates and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. The contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 10

Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to the net amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to **1.0%** of the net sales (less any return, credits or adjustments) under this Contract for the period. Fees shall be paid 45 days after the close of the quarter. Check is to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

Section 11

Vendor's Report

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The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 12

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel this contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

Section 13

Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Section 14

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 15

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 16

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

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There shall be no fee payed to the vendor in the event the Commonwealth hires a temporary employee as a full time Commonwealth employee.

**Section 17
Inspection**

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

**Section 18
Governing Law**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**Section 19
Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**Section 20
Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of

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Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 21

Provisions for Termination of the Contract

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 22

Discrimination (Effective April 8, 2015)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 23

ALL PROVISIONS OF THE SOLICITATION (RFB 758 2100000106) AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THIS MASTER AGREEMENT.