



State of Wisconsin
 Department of Employee Trust Funds
 4822 Madison Yards Way
 Madison, WI 53705-9100
 P. O. Box 7931
 Madison, WI 53707-7931

Contract

Commodity or Service:

Contract No./Request for Proposal No:

Staffing Services for Professional Non-Employee Positions

ETI0003 – Amendment #2

Contract Period: October 29, 2020 through November 1, 2024, followed by 1 optional, 1-year renewal.

1. This Contract is entered into by the State of Wisconsin Department of Employee Trust Funds (Department), and **Peoplelink LLC d/b/a TeamSoft** (Contractor). Contractor's address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. The Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of this Contract by reference.
3. For purposes of administering this Contract, the order of precedence is:
 - (a) This Contract Amendment #2;
 - (b) The Contract between Contractor and the Department signed October 29, 2020;
 - (c) Exhibit A;
 - (d) 2023 Updated Appendix 5 – Contractor & Consultant Policy;
 - (e) Updated Appendix 9 – Department Terms and Conditions dated 07-01-2020;
 - (f) Updated Appendix 11 – Contracted Personnel Confidentiality Agreement;
 - (g) Request for Proposal (RFP) ETI0003 dated April 17, 2020, including all appendices, and Q & A dated April 29, 2020;
 - (h) Contractor's Proposal dated May 8, 2020; and,
 - (i) ETI0003 Rate Card.
4. RFP pg. 26, 9.2 Payment Terms, 9th Bullet, is hereby amended to read:

Invoices must reference the PO. Vendors must e-mail each worker's combined timesheet and invoice bi-weekly to ETFSMBAccountsPayable@etf.wi.gov.
5. ETF will have a standardized feedback loop to measure staffing company quality by confidentially surveying the people that a staffing company places at ETF ("Workers"). Staffing company agrees that:
 - (a) ETF will conduct the survey.
 - (b) ETF will determine the survey tool.
 - (c) ETF may choose to but need not share results with the staffing company.
 - (d) To maintain the survey's integrity, the names of Workers who participated will be held confidential from the staffing company. Staffing company will not penalize or retaliate against any Worker for responding to ETF's survey.
 - (e) ETF will conduct the survey at least annually, or more often, at ETF's discretion.
6. Staffing company agrees to participate in ETF's affirmative action efforts. Specifically,
 - (a) After internally identifying qualified candidates to present to ETF, before staffing companies turn in a Position Request, staffing companies agree to reach out to their candidates and let them know the following:
 - a. Candidates can choose to identify themselves as within the following three groups:
 - i. persons with disabilities,
 - ii. minorities; and/or,
 - iii. women.

Source for groups: Instructions for Contractors Affirmative Action Requirements - Contract Compliance Program - DOA-3021P (R04/2013)

- b. If the candidate identifies as one or more of the three groups, the staffing company agrees to include this information with the *e-mail* that accompanies a completed Position Request and resume. ETF will remove this information before forwarding the Position Request and resume to ETF's hiring manager. Staffing company will **not** include this information on the resume. ETF is requesting this information solely for the purpose of ensuring a qualified, diverse candidate pool for contractor positions. Self-identification by a potential candidate as belonging to one or more of these three groups will not be considered by ETF in the hiring process.
 - c. If not provided up to then and applicable, ETF will gather this information from other ETF records provided by the candidate.
- (b) Internally, ETF will follow up with hiring managers to gather data regarding why –
- a. A candidate was not interviewed.
 - b. A candidate was not made an offer.
- (c) ETF will check in with staffing companies during the quarterly scorecard review regarding how many people who voluntarily self-identified as being in one or more of the three groups were (1) submitted as candidates, (2) interviewed, and (3) had their services procured – for all of the Position Requests that went out during that period. ETF or the staffing company may suggest ways to increase the diversity of the candidate pools the staffing company sources.
7. ETF reserves the right to use Other Positions as Needed rates anytime, including where a recruitment did not result in a placement and needs to be re-solicited. ETF reserves the right to allow staffing companies to partner with other professional recruiting firms for such efforts and re-coup the cost within the Other Positions as Needed hourly rate. ETF encourages the participation of certified MBE's and disabled veteran owned businesses in such recruiting efforts.

Contract Number & Service: ETI0003 - Amendment #2 Staffing Services for Professional Non-Employee Positions

Amendment #2 shall become effective upon the date of the last signature below.

State of Wisconsin Department of Employee Trust Funds	
Address:	
4822 Madison Yards Way, 8 th Floor P.O. Box 7931 Madison, WI 53707-7931	
By (print the name of person authorized to legally sign this document and bind the agency):	
Pamela S. Henning	
Title (print title of person named above):	
Assistant Deputy Secretary	

Signature:	<i>Pamela S Henning</i>
Date:	11/1/2023

Peoplelink LLC d/b/a TeamSoft	
Address:	
431 E. Colfax Avenue, Suite 220 South Bend, Indiana 46617	
Taxpayer ID Number (for payment purposes):	
[REDACTED]	
By (print the name of person authorized to legally sign this document and bind the entity):	
Chris Vecchiarelli	
Title (print title of person named above):	
Senior Vice President	

[REDACTED]	
10/25/2023	

Exhibit A

In Department Terms and Conditions, Rev. Date: dated 07-01-2020, ETI0003 - Updated Appendix 9:

1. Remove 7.0
2. Insert: **7.0 CRIMINAL BACKGROUND VERIFICATION:** The Department follows the provisions in the Wisconsin Human Resources Handbook Chapter 246, Securing Applicant Background Checks (see: https://dpm.wi.gov/Hand%20Book%20Chapters/WHRH_Ch_246.pdf). The Contractor is expected to perform background checks that, at a minimum, adhere to those standards. This includes the criminal history record from the Wisconsin Department of Justice (DOJ), Wisconsin Circuit Court Automation Programs (CCAP), and other State justice departments for persons who have lived in a state(s) other than Wisconsin. More stringent background checks are permitted. Details regarding the Contractor's background check procedures should be provided to the Department regarding the measures used by the Contractor to protect the security and privacy of program data and participant information. To the extent permitted by law, a copy of the results of the criminal background checks the Contractor conducted must be made available to the Department upon request. The Department reserves the right to conduct its own criminal background checks on any or all employees or subcontractors of and referred by the Contractor for the delivery or provision of Services.
3. Remove 20.0.
4. Insert: **20.0 ADDITIONAL INSURANCE RESPONSIBILITY:** The Contractor shall exercise due diligence in providing the Services under the Contract. In order to protect the Department's governing boards and any Department employee against liability, cost, or expenses (including reasonable attorney fees), which may be incurred or sustained as a result of Contractor's errors or other failure to comply with the terms of the Contract, the Contractor shall maintain errors and omissions insurance including coverage for network and privacy risks, breach of privacy and wrongful disclosure of information in an amount acceptable to the Department with a minimum of **\$1,000,000** per claim and **\$5,000,000** aggregate in force during the Contract period and for a period of three (3) years thereafter for Services completed. Contractor shall furnish the Department with a certificate of insurance for such amount. Coverage amounts may be met through a combination of primary and umbrella insurance coverages. Further, this certificate shall designate the State of Wisconsin Department of Employee Trust Funds and its affiliated boards as additional insured parties. The Department reserves the right to require higher or lower limits where warranted.
5. Remove 27.0.
6. Insert: **27.0 IDENTIFICATION OF KEY PERSONNEL AND PERSONNEL CHANGES:** The Department will designate a contract administrator, who shall have oversight for performance of the Department's obligations under the Contract. The Department shall not change the person designated without prior written notification to the Contractor.

The State of Wisconsin reserves the right to approve all individuals assigned to the project described in the Contract. The Contractor agrees to use its best efforts to minimize personnel changes during the Contract term.

At the time of Contract negotiations, the Contractor shall furnish the Department with names of all key personnel assigned to perform work under the Contract and furnish the Department with criminal background checks to the extent permitted by law.

The Contractor will designate a contract administrator who shall have executive and administrative oversight for performance of the Contractor's obligations under the Contract. The Contractor shall not change this designation without prior written notice to the Department.

The Contractor may not divert key personnel for any period of time except in accordance with the procedure identified in this Section. The Contractor shall provide a notice of proposed diversion or replacement to the Department Program Manager and Contract Manager at least sixty (60) calendar days in advance, together with the name and qualifications of the person(s) who will take the place of the diverted or replaced staff. At least thirty (30) calendar days before the proposed diversion or replacement, the Department shall notify the Contractor whether the proposed diversion or replacement is approved or rejected, and if rejected shall provide reasons for the rejection. Such approval by the Department shall not be unreasonably withheld or delayed.

Replacement staff shall be on-site within two (2) weeks of the departure date of the person being replaced. The Contractor shall provide the Department with reasonable access to any staff diverted by the Contractor.

Replacement of key personnel shall be with persons of equal ability and qualifications. The Department has the right to conduct separate interviews of proposed replacements for key personnel. The Department shall have the right to approve, in writing, the replacement of key personnel. Such approval shall not be unreasonably withheld. Failure of the Contractor to promptly replace key personnel within thirty (30) calendar days after departure shall entitle the Department to terminate the Contract. The Contractor's notice and justification of a change in key personnel must include identification of proposed substitute key personnel and must provide sufficient detail to permit the Department to evaluate the impact of the change on the project and/or maintenance.

Any of the Contractor's staff that the Department deems unacceptable shall be promptly and without delay removed from the project by the Contractor and replaced by the Contractor within thirty (30) calendar days by another employee with acceptable experience and skills subject to the prior approval of the Department. Such approval by the Department will not be unreasonably withheld or delayed.

An unauthorized change by the Contractor of any contracted personnel designated as key personnel will result in the imposition of liquidated damages, as defined in the Contract.