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EMPLOYEE TRUST FUNDS

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Contract

Commodity or Service: Health Insurance Program Coordinator and Assistants for HICS **Request for Bid/Proposal No:** ETF0013

Contract Period: July 1, 2008 through June 30, 2009 with no options for renewal

1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds, and the contractor whose name, address, and principal officer appears below;
2. Whereby the Department of Employee Trust Funds, agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid; which request for bid is hereby made a part of this contract;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision 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 compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than twenty-five (25) employees are exempted from this requirement.

Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the contracting agency. Technical assistance regarding this clause is provided by the Wisconsin Office of Contract Compliance, Department of Administration, P.O. Box 7867, Madison, WI 53707-7867, (608) 266-5462.

5. The order of precedence is: the official purchase order; this contract; additional terms and conditions negotiated at time of contract dated July 11, 2006; State's revisions; State's Request for Proposal (RFP) ETF0013 dated June 20, 2006; Standard Terms and Conditions; clarifications submitted by Di & Associates; Di & Associates's response to RFP dated June 20, 2006
- 6.

Background Checks. Contractor shall provide proof of criminal background checks, dated less than one (1) year from the beginning of the assignment. Any and all Contractor Employee files shall be made available to the State for this purpose, without exception, but shall remain in the possession of the Contractor. The Contractor shall provide verification of any disciplinary action taken as a result of its Employees' performance at any Authorized User facility if requested by the State.

ETF may require a more thorough background check. These background checks will be performed by the agency at no charge to the Contractor. To facilitate the process, Contractor's Employees shall complete a background/conviction record form provided by the Agency. Contractor's Employee may not begin working until the background check has been completed and the Contractor's Employee has been cleared to work at the facility.

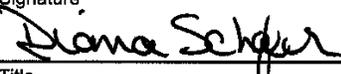
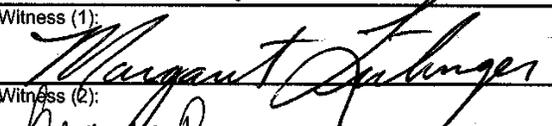
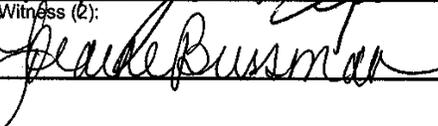
If a Contractor's employee becomes the subject of an investigation, is charged with or convicted of a crime while performing an assignment for the State, Contractor shall notify the Authorized User and the Contract Manager within one (1) business day of the beginning of the investigation, the charge or the conviction.

7. The contractor agrees to implement the changes discussed in the 6/4/07 phone meeting to reduce contract staff turnover. All costs associated with these changes will be absorbed by the contractor except for the following: The Department agrees to an increase of 3% to the current billing rate for any contract employee who is retained for one year subject to satisfactory performance by that contract employee (as determined by the Department).
8. The contractor agrees to extend the contract for the final year as referenced in email dated June 27, 2008 from Julia Stone. (1) A comprehensive customized orientation for all new employees. (2) Enhancing the benefits offered at 90 days to include Holidays and 2 days of Paid Time Off. (3) Paid Time Off will increase to 5 days after an employee has reached their anniversary. (4) A 3% raise at 6 months to be paid for by Spherion. (5) An additional 3% raise at 12 months, and at one year increments thereafter to be paid for by ETF. (6) Increase in the level of communication between Spherion and ETF management in order to provide credible feedback to contract staff and understand project progression.

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**Contract Number: ETF0013 Health Insurance Program
Coordinator and Assistants for HICS**

State of Wisconsin Department of Administration Department of Employee Trust Funds	
By (Name)	Robert J. Conlin
Signature	
Title	Deputy Secretary
Phone	(608) 261-7940 bob.conlin@etf.wi.us
Date (MM/DD/CCYY)	7/16/08
Witness (1):	
Witness (2):	

To be Completed by Contractor	
Company Name	Di & Associates d/b/a Spherion
Company Address (City, State, Zip)	2109 Luann Lane Madison WI 53713
By (Name)	Diana Schafer
Signature	
Title	Owner / President
Phone	(608) 274-6000
Date (MM/DD/CCYY)	7/9/2008
Witness (1):	
Witness (2):	

-----Original Message-----

From: Stone, Julia [mailto:JuliaStone@spherion.com]

Sent: Friday, June 27, 2008 3:53 PM

To: Stone, Julia; mark.blank@etf.state.wi.us

Cc: Schafer, Diana; Frank, Sharon

Subject: RE: EFT contract extension terms for 2009

Mark,

I typed in the wrong year the last time I sent this email. Also, just to be clear, the highlighted section is a proposed change to the contract by Spherion, can you please check with Brian Schroeder to make sure he would like to implement the change?

Spherion is proposing the following list of enhancements to the existing ETF partnership for the contract extension beginning on July 1st, 2008-June 30th, 2009.

1. A comprehensive customized orientation for all new employees.
2. Enhancing the benefits offered at 90 days to include Holidays and 2 days of Paid Time Off.
3. Paid Time Off will increase to 5 days after an employee has reached their anniversary.
4. A 3% raise at 6 months to be paid for by Spherion.
5. An additional 3% raise at 12, and at one year increments thereafter months to be paid for by ETF.
6. Increase in the level of communication between Spherion and ETF management in order to provide credible feedback to contract staff and understand project progression.

Thanks,

Julia Stone, Director
Spherion Professional Services
(608) 443-9493 *cellular (primary)*
(608) 274-6000 *office*
juliastone@spherion.com

07/01/2008