

Contracted Personnel Business Rules administered by TAPFIN for the State of Wisconsin VMS Program

1. The Contractor shall require all Contracted Personnel performing Services for an Authorized User hereunder to report time worked to TAPFIN through an electronic timecard feature of the Application (Fieldglass). To be included in the weekly reporting cycle, Contracted Personnel must input time worked into the Application or a State of Wisconsin system by noon on the Monday following the close of the previous week (a weekly period being Monday through Sunday). However, for agencies that opt for the time upload process, timesheet data shall be uploaded into the Application on a bi-weekly schedule. [{Section 1.3.1 of Supplier agreement as amended}](#)
2. The Contractor shall submit expense sheets within the VMS application (Fieldglass) for reasonable and necessary costs and expenses incurred in connection with providing the services hereunder to the extent that such are specified by the Purchase Order and authorized and approved in writing by the Authorized User (Hiring Manager). [{Section 1.3.2}](#)
3. Except as otherwise requested or directed by TAPFIN, the Contractor shall deal directly and exclusively with TAPFIN with respect to the Contractor's Services hereunder and with respect to Contracted Personnel, and shall not communicate directly with an Authorized User regarding such. TAPFIN shall assist the Contractor in resolving any time reporting and billing issues. Contractor shall not contact or communicate with the Authorized User regarding same. [{Section 1.12}](#)
4. Contractors, and Contracted Personnel are independent contractors with respect to the performance of all work to be performed hereunder and neither Contractor, nor Contracted Personnel shall be deemed for any purpose to be an employee, agent, servant or representative of TAPFIN, the State or any Agency. [{Section 1.24}](#)
5. Neither Contractors nor Contracted Personnel shall participate in any of TAPFIN's or the State's IRS qualified benefit plans nor shall they be entitled to receive any benefits under any employee benefit plan or program of any kind maintained by State. [{Section 1.24}](#)
6. Contractors shall make timely payment to Contracted Personnel. [{Section 1.3.5}](#)
7. The Contractor agrees that the Contracted Personnel provided hereunder are W2 employees of the Contractor (unless otherwise specified by Purchase Order) and are in no event employees of TAPFIN or the State. [{Section 1.27}](#)
8. Contracted Personnel are not entitled to any rights, benefits or privileges provided by TAPFIN or the State to their own employees. [{Section 1.27}](#)
9. The Contractor warrants that it bears the sole responsibility for the payment of compensation to the Contracted Personnel, including, but not limited to, salary, taxes, contributions and

benefits, to the extent applicable. TAPFIN and the State have no obligation to provide Worker's Compensation coverage or to pay premium "overtime" payments, at any rate other than the bill rate agreed to in the Purchase Order. TAPFIN shall not be liable to the Contractor or to the Contracted Personnel for the Contractor's failure to fulfill its compensation, benefit or tax obligations. [\[Section 1.27\]](#)

10. The Contractor and all Contracted Personnel shall comply with all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper withholding and submission of social security and income taxes, and any other laws which subsequently become applicable to the Contractor or to the performance by the Contractor or agents of Services under this Contract. [\[Section 1.27\]](#)
11. During the term of any Engagement hereunder, TAPFIN shall not solicit for hire, hire; advise or assist others with the opportunity to do the same, the Contracted Personnel on assignment. [\[Section 1.27\]](#)
12. In the event that Contractor is in material breach of any of the terms and conditions of this Contract or in the event that Contractor has materially breached its obligations to its Contracted Personnel and, in either case, if such breach(es) are likely (in the State's opinion) to result in Contractor's Contracted Personnel prematurely leaving their assignments at an Authorized User, then, at the direction of the State, TAPFIN shall have the right to offer employment to or contract with, and to hire or contract with, directly or through another vendor, such Contracted Personnel. The Contractor agrees to release such Contracted Personnel and shall cause its approved subcontractor to release such Contracted Personnel from the terms of any restrictive covenant or other agreement which may inhibit or restrict the ability of such Contracted Personnel from accepting an offer of employment or contract, in accordance with this provision by TAPFIN. This release shall include, but not be limited to, any agreement obliging such Contracted Personnel to pay sums of money (including placement fees) to the Contractor. [\[Section 1.27\]](#)
13. Unless otherwise agreed upon by the parties, any and all access by Contracted Personnel to the facilities of the State shall be during normal State office hours and all Contractor Contracted Personnel shall be subject to the State site's security procedures. [\[Section 2.2\]](#)
14. Contracted Personnel shall not commit any act which shall interfere with the performance of services by any other contractor or by the State. Contracted Personnel shall cooperate with State personnel, hardware manufacture representatives, system software suppliers, and communications systems suppliers in designing, programming, and testing any software being developed. [\[Section 2.3\]](#)
15. The Contractor shall furnish each Contracted Personnel with a means of identifying themselves as employees of the Contractor assigned to perform Services under the Contract, and furnish TAPFIN and the State with security credentials on these Contracted Personnel, if requested. [\[Section 2.5\]](#)
16. The Contractor shall not be paid for Contracted Personnel's travel time between their place of residence and place of work unless authorized in advance and agreed to in writing by the State

of Wisconsin Contract Manager. Neither shall the Contractor be paid for any parking fees or provide parking for the Contracted Personnel. Additionally, the Contractor shall not be reimbursed for any out-of-pocket expenses incurred by Contracted Personnel for travel to the place of work. Reimbursement of travel expenses incurred at an Authorized User's express request must be authorized beforehand in writing by the Authorized User. All approved travel expenses shall not exceed the State of Wisconsin Contracted Personnel maximum rates with all receipt as documentation for any dollar amount. The Contractor or the Contracted Personnel shall be responsible for all parking fees, permits, etc. when visiting a State site for any reason. {Section 7.8}