



## **AGREEMENT FOR CANDIDATE RECRUITMENT AND STAFFING SERVICES**

This agreement for candidate recruitment and staffing services (the "Agreement") is between GTS Technology Solutions, Inc., ("GTS") and the University of North Texas Health Science Center ("CLIENT"), (collectively, the "Parties").

**Provision of Services:** Except with respect to reasonable expenses approved by CLIENT in advance under paragraph A, "Fees and Expenses," below, GTS shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the services herein. GTS shall perform the services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

### **FEES AND EXPENSES:**

**A. Permanent Placement.** For all full-time direct hires, CLIENT agrees to pay a placement fee to GTS in the amount of fifteen percent (15%) of the candidate's starting annual salary. CLIENT will be obligated to pay such fee whenever

1. A candidate presented to CLIENT for consideration by GTS is hired for any position, as an employee, by CLIENT within 12 months of the most recent activity on behalf of that candidate by GTS, or
2. A candidate presented to CLIENT for consideration by GTS is referred by CLIENT to another employer or recruiting firm and the candidate is hired for any position, as an employee within 12 months of the most recent activity on behalf of that candidate by GTS.

In addition to any fees, CLIENT agrees to pay all reasonable CLIENT preapproved expenses incurred by GTS related to the performance of its services under this Agreement.

**B. Contract to Hire:** CLIENT may hire as an employee of CLIENT Assigned Personnel who are assigned to CLIENT under this Agreement, at any time, but must do so according to the following schedule and applicable placement fee:

<b>Number of Hours</b>	<b>Conversion fee</b>
1- 520	15%
521 -799	10%
800 or more	No Conversion Fee

**C. Contract Employment –** Upon request of CLIENT, GTS agrees to provide assigned personnel for interim assignments at CLIENT's facility ("Assigned Personnel"). CLIENT agrees to pay GTS as agreed upon in the Scope of Work for hours worked by Assigned Personnel, as defined in Attachment A, at the location specified.



Further, the Parties agree to the terms outlined in the Attachment A -- Duties and Responsibilities.

**REPLACEMENT GUARANTEE:** In the event the employment of a candidate referred to CLIENT under this Agreement lasts less than ninety (90) calendar days, and provided that all fees and expenses relating to such referral have been paid, GTS will attempt to refer a replacement candidate for the same position at no additional charge to CLIENT. GTS shall have exclusive rights to refer a replacement candidate for thirty (30) days after the date on which CLIENT provides GTS notification of candidate's separation ("Exclusive Period"), and if GTS is unable to find a replacement, GTS shall refund to the CLIENT the placement fee. GTS' obligation under this Agreement is limited to attempting to find a replacement candidate or refunding the placement fee if GTS is unable to find a replacement. No refund will be made if CLIENT hires a replacement from any source during the 30-day Exclusive Period, or if CLIENT is no longer actively seeking to fill the position. This provision shall not apply if (i) the candidate is laid off for lack of work, or resigns because CLIENT has significantly modified the candidate's job duties or assigned him or her to another position; (ii) the CLIENT fails to notify GTS of all of the facts relating to the termination within five (5) business days of the candidate's separation; and (iii) CLIENT fails to pay all placement fees and related expenses in a timely manner as described in the PAYMENT TERMS section, below.

**NON-SOLICITATION:** In recognition of each party's need to protect its respective legitimate business interests, neither party shall during the term of this Agreement, and for a period of one hundred eighty (180) days after the termination of this Agreement, directly, either for itself or on behalf of any business, individual, partnership, joint venture, entity, association or corporation, solicit for the purpose of employment or contract with any personnel, contractors or subcontractors of the other party. Notwithstanding the foregoing, CLIENT may hire GTS Assigned Personnel who are assigned to CLIENT under this Agreement, at any time, but must do so according to the schedule listed above under paragraph B ("Contract to Hire") and applicable placement fee.

**PAYMENT TERMS:** CLIENT agrees to pay all placement fees and related expenses within thirty (30) days after candidate's date of hire. Fees and expenses paid by CLIENT after thirty (30) days from candidate's date of hire will be considered untimely. GTS must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Further, interest of 1% per month will be charged on unpaid fees more than thirty (30) days past due.

When Assigned Personnel are determined to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work, GTS will charge CLIENT special rates for premium work time in accordance with applicable laws, only when an Assigned Personnel's work on assignment to CLIENT would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Personnel to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as GTS is required to apply to the Assigned Personnel's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

**CONFIDENTIALITY OF REFERRALS:** All candidate referrals made by GTS are made on a confidential basis.



**DISCLAIMER:** For Permanent Placements, while GTS will perform reference checks on all referred candidates, GTS does not guarantee the performance of any candidate or the accuracy of information provided regarding a candidate, and disclaims any responsibility for claim, loss, or liability as a result of a candidate's acts or omissions.

For Assigned Personnel, GTS will conduct a pre-employment check on all of its employees and will verify the validity of all necessary licenses and qualifications. If CLIENT elects to make an offer of employment to an Assigned Personnel, CLIENT assumes the responsibility to conduct all necessary and appropriate background and qualification checks prior to employment of the Assigned Personnel, and GTS is not responsible for any changes in Assigned Personnel's qualifications or licensure occurring after CLIENT extends an offer of employment to the Assigned Personnel.

**INDEMNIFICATION:** GTS agrees to indemnify and hold CLIENT harmless from any and all claims, actions, or liabilities of any nature which may be asserted against CLIENT by third parties arising directly from or caused by GTS's performance of the tasks and functions enumerated in Attachment A.

**INDEPENDENT CONTRACTOR:** The services provided by GTS under this Agreement are provided as an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of principal and agent, joint venturers, or employer and employee, between GTS and CLIENT. GTS is responsible for all compensation of Assigned Personnel. CLIENT is not responsible for the withholding and payment of any federal and state income taxes or FICA taxes for Assigned Personnel unless and until it employs an Assigned Personnel directly.

**CONFIDENTIALITY AND PROPRIETARY INFORMATION:** Any and all information concerning the business of either party that is treated by such party as proprietary or confidential, and is not known to the general public shall be considered confidential and proprietary by the other party, and each party hereby agrees that it will not permit the use or disclosure of any such information received from the other, unless such use or disclosure is required by law or is authorized by such other party. The restrictions on duplication and use of information in this section shall not apply to any particular item of information that is (i) independently developed by the party receiving such information without reference to such information or (ii) was received from a third party without any obligation or restriction on use or disclosure of such information. GTS, its employees, and Assigned Personnel must not use and/or disclose protected health information or student educational records except as permitted or required by this Agreement, as required by law, or as directed by CLIENT.

**ASSIGNMENT OF WORK PRODUCT:** Any software code, written procedures, and other intangible tangible property ("Work Product") which is produced pursuant to the services provided under this Agreement shall be deemed "work made for hire" within the meaning and purview of section 101 of the United States Copyright Act, 17 U.S.C. Section 101, but to the extent that any of the Work Product does not qualify as "work made for hire," GTS and Assigned Personnel will irrevocably transfer, assign and convey its rights in the copyright thereof to CLIENT, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. GTS and Assigned Personnel shall, at CLIENT's request and sole expense, execute all documentation necessary for CLIENT to perfect their rights as provided hereunder.



**TERM AND TERMINATION:** The term of this Agreement shall commence on the date of execution by both parties and shall continue until terminated by either party as set forth in this section. Either party may terminate this Agreement (including all Attachments) for any reason by giving the other party thirty (30) days written notice of such termination. The parties may elect to waive such notice period and have the Agreement terminate immediately. GTS may terminate this Agreement immediately if CLIENT is in default of any payment obligation to GTS as outlined above. Upon termination of this Agreement, CLIENT shall immediately pay to GTS any and all accrued fees and expenses up to the date of termination. Each party shall promptly return to the other all data, materials and other properties of the other which may have come into their possession during the course of performing services pursuant to this Agreement.

**NON-DISCRIMINATION:** GTS does not discriminate in referrals, or consent to discrimination by its clients, against any candidate on the basis of age, race, color, religion, disability, sex, national origin, or veteran status.

**GOVERNING LAW:** This Agreement will be governed by and enforced in accordance with the laws of the state of Texas.

**BREACH OF CONTRACT CLAIMS AGAINST CLIENT:** Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

**PUBLIC INFORMATION:** CLIENT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, GTS shall make public information available to CLIENT in an electronic format.

**STATE LAW VERIFICATION:** If the Agreement is subject to Texas Gov't Code Section 2271.002, GTS hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, GTS hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, GTS hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

**AMENDMENT:** No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

**SEVERABILITY:** Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.



**FORCE MAJEURE:** Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

**ENTIRE AGREEMENT:** This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.



**CLIENT**

University of North Texas Health Science Center



11/9/2021

Date

**GTS**

GTS Technology Solutions

GTS



11/9/2021

Date

HSC Contract #2022-0167



## Attachment A

### Duties and Responsibilities

**1. GTS' Duties and Responsibilities. GTS will:**

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Personnel") to perform the type of work requested by CLIENT and as agreed upon in a Scope of Work document under CLIENT's supervision at the locations specified and will, as the common law employer of Assigned Personnel, be responsible for the following;
- b. Pay Assigned Personnels' wages and provide them with the benefits that GTS offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Personnel;
- d. Require Assigned Personnel to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT;
- e. Require Assigned Personnel to sign confidentiality agreements before they begin their assignments to CLIENT;
- f. Comply with federal, state and local labor and employment laws applicable to Assigned Personnel, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA); and
- g. Comply with all provisions of the ACA applicable to Assigned Personnel, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
- h. GTS shall maintain at its expense: (i) Workers' Compensation Insurance with statutory minimum limits and (ii) Commercial General Liability Insurance coverage with a liability limit of not less than \$1,000,000 for each single occurrence for bodily injury or death and \$1,000,000 for each single occurrence for injury to or destruction of property. Certificates of Insurance evidencing said insurance coverage will be produced upon request.

**2. Right to Control.** In addition to GTS' duties and responsibilities set forth in paragraph 1, GTS, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Personnel work performance issues; and to enforce GTS' employment policies relating to Assigned Personnel conduct at the worksite.

**3. GTS Health Coverage Offered on Behalf of CLIENT.** The parties intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made via GTS is treated as an offer of coverage by CLIENT for all purposes of Code § 4980H, provided that certain criteria are satisfied.

**4. CLIENT'S Duties and Responsibilities. CLIENT will:**

- a. Properly supervise Assigned Personnel performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Personnel to operate any vehicle or mobile equipment, or entrust them with



- unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without GTS' express prior written approval or as strictly required by the job description provided to GTS;
- c. Provide Assigned Personnel with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
  - d. Not change Assigned Personnel's job duties without GTS' express prior written approval; and
  - e. Exclude Assigned Personnel from CLIENT's benefit plans and not make any offer or promise relating to Assigned Employees' compensation or benefits.