



**CONTRACT AMENDMENT # 7
EXTENSION # 1**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	HAPPY FACE PERSONNEL GROUP, INC.
Contract No.:	99999-001-SPD0000136-0003
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2021 – June 30, 2022

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2022
End Date of New Contract Term:	June 30, 2023

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

2. **PRICING.** The parties hereby agree that the pricing schedule for this statewide contract will be as stated in Attachment A, which is hereby incorporated into this statewide contract by reference.

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Pricing is hereby established for each Job Classification (Administrative Staffing, Healthcare Staffing, Industrial Staffing, Professional Staffing, Other Staffing and Related Services), the Job Titles within each Job Classification.

The Bill Rate for each Job Title (position) shown on the Pricing Schedule shall be computed as follows:

Hourly Rate x Contract Markup Percent (%) = **Bill Rate**
(Hourly Rate may not exceed the Hourly Rate Shown on Pricing Schedule Attachment A)

3. **New Job Title Requirements:** New Job Titles (positions) not identified in the pricing schedule (Attachment A), will be added as follows:
- The new Job Title, Hourly Rate and Contract Markup Percent (%), will be added under the appropriate Job Classification (Administrative Staffing, Healthcare Staffing, Industrial Staffing, Professional Staffing, Other Staffing and Related Services).
 - The new Job Title will be identified as "New Position" and reported on the Quarterly Sales Report, along with the "Region" within which the new position is offered.
 - The contract markup percent rates will remain unchanged.

4. **Standard Insurance Requirements:** The Standard Insurance Requirements in Section 3.6 of the eRFP are hereby deleted and replaced with the following Insurance Coverage Requirements:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee \$100,000
Bodily injury by disease - per employee \$100,000
Bodily injury by disease – policy limit \$500,000

Commercial General Liability; \$1M/\$2M

Auto Liability; \$1M/\$2M

Professional Liability Insurance/E&O (specify **medical malpractice included** when contractor is providing temps who are medical care providers) \$3M

Umbrella Coverage; \$2M

Crime/Fidelity; \$1M

Cyber \$1M


5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written

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amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Happy Faces Personnel Group, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Michael Hairston President / CEO
Date:	6/22/2022
Company Address:	4333 Lynburn Drive P.O. Box 1063 Tucker, GA 30084

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	6/29/2022
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010