

STATEMENT OF WORK

Pursuant to the SUPPLIER NON-EXCLUSIVE MASTER SERVICE AGREEMENT (the "Agreement") entered into by and between Staff Management Solutions, LLC f/k/a Seaton LLC (d/b/a Staff Management), an Illinois Limited Liability Company ("Staff Management"), and **Drake Staffing LLC, a Georgia LLC** (the "Supplier"; throughout this Agreement, Staff Management and Supplier are sometimes jointly referred to as the "Parties" or independently referred to as the "Party"), the Parties hereby enter into this Statement of Work ("SOW"). All capitalized terms not otherwise defined in this SOW shall have the same meaning as in the Agreement. This SOW is part of the Agreement entered into by the Parties.

This Statement of Work includes the following Exhibits and Schedules:

Exhibit A: Client Standards

Schedule 1: Client Criminal & Background Checks Requirements by State

Schedule 2: Client Background Check Requirements by Line of Business ("LOB")

Exhibit B: Client Data Security Requirements

Exhibit C: Service Level Agreement

Exhibit D: Agency Employee- NDA & Assignment of IP

Exhibit E: Invoicing & Pricing Schedule

1. Scope of Service & Relationship Established

- a) Client has contracted Staff Management as its Managed Service Provider to provide the Staff Management Application (the partnership between Staff Management, IQNavigator, as used by Client as its VMS), a combination of web-based applications and services, to give Client an end-to-end workforce management solution comprised of (1) a human capital procurement system to identify, source, match, evaluate and procure Temporary Workers on a contract and contract-to-hire basis, (2) a Vendor Management System to provide consolidated invoicing to Client, and act as paying agent to the Supplier; and (3) information and metrics presented as reports.
- b) Client has agreed to use the Staff Management Application as a method for the procurement and management of Temporary Workers at Client Location.
- c) Supplier will utilize the VMS for the purpose of responding to and negotiating with Staff Management's designated personnel regarding Client's job requisitions. Temporary Workers will utilize the web-based application for the purpose of entering their time and expenses where any other system required by Client is not available to Client supervisors
- d) The VMS is comprised of feature functionality which include, without limitation, job requisition approval, job requisition creation and submittal, sophisticated matching, ranking and scoring of Supplier candidates, work order creation, time entry, expense entry, time and expense approval, consolidated invoicing and Supplier payment reconciliation.
- e) Access to the VMS shall be accomplished through desktop browsers. From the World Wide Web, Supplier will utilize a URL address to reach the home page. From there Supplier will select the log-in button which will take it to the log-in page. Staff Management will assign log-ins and passwords to Supplier personnel to access and utilize the VMS from the log-in page.

- f) Nothing in this SOW shall guarantee that Client will have business or business opportunities for Supplier that it will direct through Staff Management, and Supplier agrees that Staff Management is not obligated to encourage or influence Client to engage Supplier for Temporary Workers from Supplier.

2. Responsibilities of the Parties

- a) Client has agreed to provide detailed job descriptions for each open work position, a list of requirements for such job opening, and all other information which Client deems relevant to such job opening. Based on the foregoing, the VMS will provide Supplier with job descriptions for each open work position, a list of requirements for such open work position, and other information that Staff Management has received from Client and deemed relevant with respect to the job opening.
- b) Upon acceptance by Staff Management of a Temporary Worker submitted by Supplier, Staff Management will notify Supplier. If Supplier accepts Client's offer to have the Supplier fill the open job, the VMS will facilitate the execution of an electronic authorization to start work ("Work Order") for such Temporary Worker. The Work Order will contain the name of the selected Temporary Worker, the applicable standard billing rate, the applicable overtime billing rate (if any), the job site, and the duration of the work assignment. Supplier will use the VMS to negotiate, approve or reject each electronic Work Order. The Work Order will be subject to all points outlined in the Staffing Agreement between Supplier and Staff Management, as well as this SOW. Supplier shall not be paid with respect to any Services performed by any Temporary Worker, unless Supplier shall have received a fully executed work order from Staff Management accepting such Services.
- c) Under this SOW, Staff Management is not obligated to provide services to confirm or verify the skills, experience, or history of Temporary Workers and will assume that any such information regarding a candidate's skills, or experience provided by Supplier is accurate and true. Supplier hereby covenants that it will be responsible for pre-screening of Temporary Workers in compliance with any Client requirements as communicated by Staff Management in the Agreement and other related communications.
- d) If a Work Order is to be performed on premises under Supplier's control, Staff Management shall, at all reasonable times during the period of performance, have access to and the right (but not the obligation) to inspect all Services being performed under the Work Order.
- e) Staff Management reserves the right in its sole discretion to direct Supplier to remove a Temporary Worker from Client's premises or to instruct Supplier not to assign or re-assign such person to work on the Client premises. Such person will be deemed to be on the "Do Not-Re-Assign" List or "DNR". Under these conditions, that worker is not allowed to return to any placement at any Client facility, regardless of the location that has DNR'd the worker. Without limiting its discretion, such instructions may be based on inadequate work performance, dangerous behavior, intoxication or drug use, or any other legal grounds. While Supplier remains free to continue to employ such person, he or she shall not be permitted to provide further Services on the Client premises. Supplier shall be responsible to maintain a current and complete list of the names of

any candidates or employees that Staff Management has requested not return in any capacity and shall not reassign such persons.

- f) Suppliers shall be responsible for all training and orientation and provide appropriate instruction on processes for calling in, time card management and compliance with all Client policies. In addition, Suppliers shall, prior to the assignment start date, provide for each Temporary Worker an Assignment Confirmation Email, which is a standardized e-mail following an assigned template providing all of the assignment and candidate information.
- g) Staff Management or Client, at its discretion, may terminate any or all Work Order(s) under this SOW at any time by providing written notice to Supplier which specifies the effective termination date. In the event that Staff Management terminates one or more Work Order for its convenience, Staff Management will provide Suppliers payment for services with regard to such Temporary Worker or Workers through the effective termination date. In no event shall Staff Management be obligated to pay for any Services provided or expenses incurred beyond the effective date of termination.

3. Payment and Fees

- a) The VMS captures all time and expense entered via the system and routes them to Client managers for approval. All invoices shall be submitted by Supplier through the VMS. Staff Management will submit a consolidated invoice to Client on a weekly basis for all Suppliers based on approved time and expenses, together with any conversion fees earned during the related period; therefore, Supplier will not be submitting invoices to Client (nor will Supplier need to submit invoices to Staff Management because all invoice information is captured in the VMS). Invoices not submitted through the VMS within 30 days of the date that the Temporary Worker worked and to which the invoice pertains will not be processed for payment and will not be deemed eligible for payment.
- b) In the event the agreement between Client and Staff Management is terminated or expires, this SOW shall terminate (with the exception of provisions specifically designated to survive termination), and Supplier shall be paid in accordance with the applicable terms of the Agreement.
- c) In the event that Supplier engaged in business with Client prior to the Effective Date of the Agreement, Supplier did not previously use the VMS and Supplier is transitioning to the VMS, all invoices for work performed prior to the implementation of the VMS at Client shall be submitted by Supplier directly to Client within thirty (30) days of the implementation date. For purposes of this SOW any such invoices not submitted directly to Client will not be eligible for billing and payment via the VMS.
- d) Supplier will be paid per the terms of Exhibit E of the Agreement as may be amended from time to time.
- e) Staff Management may set off against amounts payable under the Agreement any claim or charge it (or Client) may have against Supplier, including but not limited to claims involving overbilling, fraud (whether committed by Supplier or Temporary Worker), erroneous time claimed by any Temporary Worker, which are not resolved within any given cure period.

- f) Staff Management will pay Supplier in accordance with the pricing rates set forth in Exhibit E for regular and overtime hours. Staff Management's obligation to pay Supplier is contingent upon receipt and clearance of good and sufficient funds from Client with respect to Supplier's invoice.
- g) Supplier agrees to periodic reviews by Staff Management, and to reimburse Staff Management for any overbilling.
- h) Neither Staff Management nor Client shall be responsible for paying Supplier for a Temporary Worker assigned to a Client location that did not have the proper qualifications at the commencement of the assignment, including but not limited to a proper and complete background check. Notwithstanding the foregoing, Supplier must pay its employees in accordance with all applicable laws.

4. General

- a) The term of this SOW commences upon execution and shall remain in effect until terminated in accordance with one of the following:
 - i. the mutual agreement of Staff Management and Supplier;
 - ii. the termination of the Agreement between Client and Staff Management;
 - iii. by Staff Management upon the expiration of 30 calendar days after the delivery to Supplier of written notice to such effect; or
 - iv. By Supplier upon the expiration of 90 calendar days after the delivery to Staff Management of written notice to such effect.
- b) Termination of this SOW shall not relieve Staff Management or Supplier of any obligations hereunder which may have accrued prior to such termination.
- c) This SOW may be executed in counterparts (by original, electronic signature captured in a PDF file or facsimile signature), which together will constitute a single agreement
- d) Supplier acknowledges and agrees to the terms and conditions contained in the SOW including all terms and conditions contained in the Exhibits and Schedules attached thereto.

IN WITNESS WHEREOF, Staff Management Solutions, LLC f/k/a Seaton LLC (d/b/a Staff Management) and **Drake Staffing LLC** have caused this Statement of Work to be executed by duly authorized corporate officers on the date written below.

SUPPLIER

By: _____

Name: Greg Price

Title: C.E.O.

Date: 12-23-14

STAFF MANAGEMENT

By: _____

Name: Janice Weiner

Title: VP, Global MSP Operations

Date: _____

EXHIBIT A
CLIENT STANDARDS

This Exhibit A sets forth the Client Standards, and adherence to these Client Standards is critical, in order to maintain the reputation Client has established as a leading provider. Client reserves the right from time to time, to update or otherwise modify the Client Standards, and Client and/or Staff Management shall provide notice of such updates or modifications to the Supplier's address for notice purposes. Client's updates or modifications shall be effective when notice is given under Section 32 of the Agreement to which this Exhibit is attached.

Contents:	
1.	Clothing / Uniforms
2.	Business Associate / HIPAA Compliance
3.	Background Checks
4.	Access to Records

1. Clothing/Uniforms.

Client shall determine the required uniforms or clothing of Temporary Workers. If a Temporary Worker reports for work at any Client Location without the Standard Clothing/Uniform Set (as defined below), or without any other clothing or uniform requirements specified by the Client Location at time of requisition, then Client shall have the right to reject the services of such Temporary Worker without any obligation to pay Supplier, and if requested, Supplier shall provide an appropriate clothed/uniformed Temporary Worker as a replacement within the time frame stated by Client. Unless otherwise specified or specifically told that no specific clothing or uniform is required, all Temporary Workers shall report for work at any Client location wearing slip-resistant shoes, black pants and a white long sleeve button down shirt (the "Standard Clothing/Uniform Set"). If Client does not request a replacement Temporary Worker, or the replacement Temporary Worker does not arrive at the Client Location within the time frame stated, and if Client secures a temporary employee from another source, then Client may deduct the invoice cost of that other temporary employee from Supplier's invoice(s). Additional clothing/uniforms items that are required by Client will be provided by Client, as appropriate, and shall be returned to Client. If an Temporary Worker fails to return such additional clothing/uniforms items, Supplier agrees to reimburse Client for the cost of replacing the unreturned item, and Client at its option, may obtain reimbursement by deducting the cost of the replacement item from Supplier's invoice(s). For security purposes, Temporary Workers at all times shall wear identification badges provided by Client or a Client's client, as applicable.

2. Business Associate / HIPAA Compliance

For the purpose of this Agreement, "Client Confidential Information", i.e. information of Client that is required to be treated by Supplier as confidential, as more full set forth in Section 13, includes patient information subject to federal, state and local privacy laws, including the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Client agrees to provide HIPAA training, directly

or through a Client's client, on an as needed basis, to any Temporary Worker. Any breach of HIPAA or violation of other applicable privacy laws or regulation by Supplier or any Temporary Worker shall constitute a breach of the Agreement and shall be subject to Supplier's obligations of indemnification under Section 11.

3. Background Checks.

a. To protect the safety and security of Client's employees and Client's client employees, and their property and the property of Client and the Client's client, before Supplier may supply a Temporary Worker to Client, Supplier must perform, through Client's preferred provider, all of the following screenings on the Temporary Worker and any additional screenings that may be required by Client, and without limiting any provision in this Exhibit or the Agreement, Supplier shall order such background checks using Client's preferred vendor, currently Truescreen (subject to change at Client's discretion), at 888-276-8518 and 215-876-6000. Supplier shall establish an account with Client's preferred vendor by entering into an agreement with the vendor, and Supplier shall be responsible for any costs or expenses charged by Client's preferred vendor, to establish an account. Supplier shall be solely responsible for performing all background checks and screenings in compliance with applicable law and regulation, including background notice and disclosure requirements, such as those set forth in the Federal Fair Credit Reporting Act and regulations thereunder and similar state and local laws.

i. Employment history verification and/or reference checks with respect to any employment history on which the Supplier relies to satisfy the qualifications addressed in the Agreement;

ii. Criminal background check using the type of search (state vs. county) as described in Schedule 1 to this **Exhibit A** for each location where the Temporary Worker has lived during the last seven (7) years;

iii. Sexual offender registry check; and

iv. Any other screenings or background checks as Client may require for a particular Temporary Worker placement, including any screenings or requirements that are based on specific legal or Client's client requirements, to the extent consistent with applicable federal, state, and local law, and the baseline screening requirements of each line of business as outlined in Schedule 2 attached hereto. This may include, but is not limited to, drug screening, fingerprinting, motor vehicle record check, credit check, and/or general or specific health screenings. For example, with respect to Temporary Workers supplied to perform services for Client at ARAMARK Healthcare Client Locations, the following are required:

A. 10-panel drug screen

B. Office of Inspector General List of Excluded Individuals (run annually after initial screen)

C. General Services Administration (GSA) Excluded Parties List (run annually after initial screen)

D. Food and Drug Administration (FDA) Debarment List (run annually after initial screen).

Furthermore, if Supplier or any Temporary Worker supplied to perform services for Client is at any time during the term of the Agreement excluded from

Medicare, Medicaid or any other Federal health care program, or comparable other Federal program, then Supplier shall notify Client immediately, and Supplier shall not then supply that Temporary Worker to perform services for Client at any Client Location, without the specific written authorization of Client.

v. In addition, for any Temporary Worker who will be assigned to perform services for Client where one of the responsibilities of the Temporary Worker is to drive a motor vehicle:

A. Supplier must ensure that the Temporary Worker has a current and valid United States driver's license appropriate to the driving that the Temporary Worker will be doing, including a Commercial Driver's License, if appropriate. The driver's license must be current and valid as of the first day the Temporary Worker is provided to Client and for each and every day thereafter that the Temporary Worker is so provided.

B. Supplier shall order a motor vehicle record history using Client's preferred vendor. Supplier shall establish an account with Client's preferred vendor as set forth above. The motor vehicle record history will be returned with a score. Because of the driving risk presented by any Temporary Worker with a Truescreen motor vehicle record history score greater than 5, Supplier may provide to Client to perform services for Client, only those Temporary Workers who receive a score of 5 or less on their motor vehicle record history. For the avoidance of doubt, if Client changes its preferred vendor from Truescreen to another, adds a vendor or adjusts the scoring, then the new vendor's scoring, or the adjusted scoring, that is comparable, shall be applied to the prior sentence.

C. If the Temporary Worker will be operating a commercial motor vehicle (i.e., a motor vehicle subject to regulation by the U.S. Department of Transportation), Supplier must ensure that the Temporary Worker has a valid and current medical certification, as required by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration.

D. If the Temporary Worker will be operating a commercial motor vehicle (i.e., a motor vehicle subject to regulation by the U.S. Department of Transportation) that must be driven by an individual with a Commercial Drivers License, Supplier must ensure that the Temporary Worker has passed a drug and alcohol test that complies with the requirements of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration.

b. With regard to any Temporary Worker, with the exception of Healthcare and K-12 Lines of Business, who is assigned to a requisition in which the Temporary Worker will work at a

Client Location the lesser of (a) 45 hours or (b) five (5) assignments over a one (1) year period, the required background check for that Temporary Worker will be limited to the following: (1) National Database check; (2) sex offender registry check; (3) additional checks required by the Client; and (4) any checks required by state and federal law. If the Temporary Worker continues to work at an Aramark Location beyond 45 hours or 5 assignments during a one year period, Supplier shall be required to conduct a more complete background check, as set forth in the paragraphs above. Temporary Workers assigned to Healthcare and K-12 Lines of Business will require the complete required background checks regardless of hours or assignments worked.

c. Once a request for a background check has been submitted to Client's preferred vendor, the vendor will notify Supplier directly as to whether the background check has resulted in a "pass" or "review." If the Temporary Worker passes the background check, Supplier may assign that Temporary Worker to the Client location. If the background check results in a "review" status, Staff Management shall review the results of the background check and communicate with Supplier as to whether the Temporary Worker may be assigned to a Client location.

d. Supplier shall not supply to Client to perform services for Client, any Temporary Workers who fail a required drug screening or who fail a general or specific health screening.

e. A new background check must be completed for any Temporary Worker who has not worked at a Client location in the past 12 months, even if a background check had previously been conducted for a past assignment.==

f. Upon request, Supplier will (i) confirm that it has complied with the background check requirements described in this Section and (ii) provide copies of any and all required background checks. If Client requests that the background checks be sent with all personally identifying information redacted, Supplier will comply with this request. Supplier shall obtain the required consent(s) from Temporary Workers that would allow for the sharing of all such information with Staff Management and Client. Supplier shall be responsible for complying with all obligations under the Federal Fair Credit Reporting Act and any other applicable federal, state or local law related to background checks. Client shall have no responsibility to any Temporary Workers with respect to these laws.

g. The parties acknowledge that there may be a gap period in which the background check process described above has not been fully implemented by Staff Management and Truescreen. Until Staff Management has entered into an agreement with Truescreen and Supplier has been notified that all background checks must be run through Truescreen and reviewed by Staff Management and Suppliers enters into its own agreement with Truescreen, Supplier shall use a background check provider of its choice to run all applicable background checks set forth in a requisition and outlined above. Supplier shall be responsible for reviewing the results of each background check as set forth

below. Staff Management reserves the right to update the background check requirements set forth in this Exhibit at any time, upon notice to Supplier.

1. If a Temporary Worker appears on a sexual offender registry or if the Temporary Worker's criminal background check (including any fingerprinting results) shows one or more criminal convictions extending back to age 18, then Supplier shall individually review and analyze the sexual offender registry information and criminal background check and consider all relevant factors consistent with applicable federal, state and local law, including but not limited to the nature and gravity of the offense or offenses, the time that has passed since the conviction and/or completion of the sentence, the age of the applicant at the time of the offense, any evidence of good conduct or rehabilitation, and the nature of the responsibilities the Temporary Worker would have performing services for Aramark. In doing so, Supplier will balance the interest in placing the Temporary Worker with Aramark against the risk the Temporary Worker would present to Aramark, Aramark Clients and Aramark's customers were he or she to be supplied to perform services for Aramark. In performing this analysis, Supplier shall employ the following principles:

i. *Violent crimes including assault/simple assault, aggravated assault, rape, crime with a weapon, robbery, murder and arson* – Any Temporary Worker with one or more convictions for a violent crime since age 18 shall be deemed to present a severe risk to Aramark, Aramark Clients and its customers. Such Temporary Workers shall be supplied to Aramark only if Supplier determines, based on a complete analysis of the background check and any related information, that the risk posed by the Temporary Worker to Aramark, Aramark Clients and Aramark's customers is not unreasonable.

ii. *Property crimes including theft, petty theft, identity theft, larceny, burglary, embezzlement, forgery, counterfeiting and fraud* – Any Temporary Worker with one or more convictions for a property crime shall be deemed to present a severe risk to Aramark, Aramark Clients and its customers with respect to any position that has unsupervised access to significant cash and/or inventory (for example, a position with access to, or custody of, an Aramark cash room operation, access to a safe, access to deposit monies and/or access to significant inventory (warehouse)). For positions with unsupervised access to some cash and/or inventory (for example, a cashier), one or more convictions for property crimes shall be deemed to present some risk to Aramark, Aramark Clients and Aramark's customers and such Temporary Workers shall be supplied to Aramark only if Supplier determines, based on a complete analysis of the background check and any related information, that the risk posed by the Temporary Worker to Aramark, Aramark Clients and Aramark's customers is not unreasonable.

iii. *Drug offenses including convictions for (i) manufacturing, selling or distributing, and/or (ii) possession of illegal drugs* – Aramark generally does not deem individuals with convictions only for drug offenses to present an unreasonable risk to Aramark, except in particular situations – for example, when working with a vulnerable population. For Temporary Workers whose criminal background check shows convictions only for drug offenses, Supplier shall perform a complete analysis of the background check and any related information and may supply such Temporary Workers to Aramark, provided that it determines the risk posed by the Temporary Worker to Aramark, Aramark Clients and Aramark's customers is not unreasonable.

iv. *Criminal convictions where applicable federal, state or local law precludes employment* – Federal, state and/or local law may preclude employment of persons convicted of certain

crimes. These laws may be industry-specific (e.g., financial industry) or may be predicated on access to a vulnerable population (e.g., healthcare or primary education), among other things. If a Temporary Worker is precluded by applicable law from working within particular industries or with certain constituencies, it would present an unreasonable risk to Aramark for Supplier to provide such Temporary Workers to Aramark where such assignments would be in violation of applicable federal, state or local law. Likewise, Supplier must comply with applicable Aramark Client requirements to the extent that such requirements are consistent with all applicable federal, state and local laws.

2. Supplier may supply to Aramark any Temporary Workers whose sexual offender registry information and/or criminal background check is reviewed and analyzed in accordance with the provisions above and who are determined by Supplier not to pose an unreasonable risk to Aramark, Aramark Clients and Aramark's customers.

3. Upon request, Supplier will (i) confirm that it has complied with the background check requirements described in this Section and (ii) provide copies of any and all required background checks. If Aramark requests that the background checks be sent with all personally identifying information redacted, Supplier will comply with this request. In addition, upon request, Supplier will provide to Aramark information regarding the analysis Supplier performed with respect to any criminal background checks of Temporary Workers either supplied to Aramark or considered for supply to Aramark. If information regarding this analysis is not retained in writing, Supplier shall make available to Aramark immediately upon request a representative to explain verbally the analysis that was done. Supplier shall be responsible for complying with all obligations under the Federal Fair Credit Reporting Act and any other applicable federal, state or local law related to background checks. Aramark shall have no responsibility to any Temporary Workers with respect to these laws.

4. Access to Records.

In order to comply with the Federal Social Security Act and regulations thereunder, during the Term of this Agreement and for a period of four years thereafter, Supplier agrees to make available to the Secretary of Health and Human Services, the U.S. Comptroller General, or any of their duly authorized representatives this Agreement and all supporting books, documents, and records to the extent necessary to verify Client's payments under this Agreement. If Supplier carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, then the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

h. Staff Management and/or Client reserve the right to update the background check requirements set forth in this Exhibit at any time, upon notice to Supplier.

SCHEDULE 1 TO EXHIBIT A

Criminal Background Check Search Requirements by State

State	Search Requirement
Alabama	Statewide Search
Alaska	Statewide Search
Arizona	County Search
Arkansas	Statewide Search
California	County Search
Colorado	Statewide Search
Connecticut	Statewide Search
Delaware	County Search
Florida	Statewide Search
Georgia - complete	Statewide Search
Georgia - limited	Statewide Search
Hawaii	Statewide Search
Idaho	County Search
Illinois	County Search
Indiana	Statewide Search
Iowa	Statewide Search
Kansas	Statewide Search
Kentucky	Statewide Search
Louisiana	County Search
Maine	Statewide Search
Maryland	County Search
Massachusetts	County Search
Michigan	Statewide Search
Mississippi	County Search
Minnesota	Statewide Search
Missouri	Statewide Search
Montana	Statewide Search
Nebraska	Statewide Search
Nevada	County Search
New Hampshire	County Search
New Jersey	Statewide Search
New Mexico	County Search
New York	Statewide Search
North Carolina	Statewide Search
North Dakota	Statewide Search
Ohio	County Search
Oklahoma	Statewide Search
Oregon	Statewide Search
Pennsylvania	County Search
Rhode Island	County Search
South Carolina	County Search
South Dakota	Statewide Search
Tennessee	County Search

Texas	Statewide Search
Utah	County Search
Vermont	County Search
Virginia	County Search
Washington	Statewide Search
West Virginia	County Search
Wisconsin	County Search
Wyoming	County Search

Schedule 2

Background Check Requirements by Line of Business

Background Check Requirements: It is an Aramark contract requirement that all contract workers have met all baseline pre-screening requirements, prior to working at any Aramark location. Baseline requirements are listed below for each Line of Business.

Business Dining, B&I Facilities, Higher Education and Sports and Entertainment: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check prior to working at any Aramark location.

Parks and Destinations, Refreshment Services and Corporate: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check and a 5+2 panel drug screen prior to working at any Aramark location.

Education K-12: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check and a 5+2 panel drug screen and K-12 fingerprinting prior to working at any Aramark location. (In PA Child Abuse clearance, PA PATCH, and TB testing; TB Testing required.) ****PLEASE NOTE**** Prior to workers starting at an Aramark location, the supplier must complete the Background Requirements Checklist Form and upload to IQN to verify that each background check as stated for K-12/Healthcare has been conducted.

Healthcare Hospitality: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check, a 7+2 panel drug screen, , and TB screening prior to working at any Aramark location. ****PLEASE NOTE**** Prior to workers starting at any Aramark location, the supplier must complete the Background Requirements Checklist Form and upload to IQN to verify that each background check as stated for K-12/Healthcare has been conducted.

Healthcare Technologies: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check, a 10+2 panel drug screen, and TB screening prior to working at any Aramark location. ****PLEASE NOTE**** Prior to workers starting at any Aramark location, the supplier must complete the Background Requirements Checklist Form and upload to IQN to verify that each background check as stated for K-12/Healthcare has been conducted.

Corrections: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender

Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check prior to working at any Aramark location.

Facilities Job Codes (e.g. Custodial Positions): Regardless of the LOB, all Facilities Job Codes should be subject to a 5+2 panel drug screen.

Location Requirements: Some locations may require additional background checks for contract workers at those locations. Hiring managers must identify any additional background checks from the list below. Additional Background Checks should be requested only if they are required per your client contract or applicable state/local law. Additional charges will apply. Agencies are responsible for ensuring that the additional background checks are run, along with the other required background checks identified above.

Additional Background Check Requirements:

- 10+2 -panel drug screen
- 5+2 -panel drug screen
- 7+2 -panel drug screen
- Commercial Motor Vehicle Medical Certification
- CORI (Massachusetts ONLY)
- Credit Check
- Criminal Background Check (10 years look back)
- Criminal Background Check (>10 years – contact CLPO)
- FDA Debarment List
- GSA Excluded Parties List
- Healthcare Fingerprinting
- Healthscreening – Flu Screening
- Healthscreening – Hep-B Screening
- Healthscreening – Measles, Mumps, Rubella
- Healthscreening – Tdap Screening
- Healthscreening – Varicella Screening
- K-12 Fingerprinting
- Motor Vehicle Records Check
- OIG List of Excluded Individuals
- Other (Contact CLPO)
- PA PATCH

Exhibit B

Client Data Security Requirements

- 1) Supplier shall implement, maintain and monitor a comprehensive, written data security program that imposes industry best standards for security (including encryption) on all parts of Supplier's organization that obtain, collect, store (including, without limitation, on portable devices and on any device that is transported outside of the physical or logical controls of Supplier), use, transfer, transmit or send (including, without limitation, wirelessly and across public networks), have access to, or otherwise are exposed to, Client or Client Information, Intellectual Property owned by Client or any Personal Data (as defined below) (collectively, "Client Data"). Supplier will identify in writing and make available, upon request, to Client the system security standards and documented processes used to reasonably secure Supplier's systems. Supplier will meet the applicable minimum security and privacy standards of International Standard ISO 27000 series. "Personal Data" means any information that identifies or can be used to identify an individual that is provided to, or obtained, used, accessed, maintained or otherwise handled by, Supplier in connection with the performance of services under this Agreement.
- 2) Supplier shall at all times comply with and treat Client Data in accordance with (a) all national, international, provincial, state and local laws and regulations relating to the protection of information that identifies or can be used to identify an individual that apply with respect to Supplier's handling of Client Data (collectively, "Data Protection Requirements"), (b) the requirements of this Exhibit B and (c) Client's and its affiliates' policies, standards, procedures and guidelines relating to privacy, information protection, and data and systems security.
- 3) Supplier shall hold Client Data in strict confidence and shall not disclose any Client Data to any third party, firm or enterprise (including affiliates) or use (directly or indirectly) any Personal Information (as defined below) for any purpose other than as specifically directed by Client in writing. In addition, Supplier shall not physically transfer Client Data to, or allow access to Client Data by, its employees or Personnel in any additional location without the prior written consent of Client. To the extent that Client consents in writing to the Supplier's disclosure of Client Data to a third party, prior to any such disclosure Supplier shall enter into a written agreement with such third party that imposes obligations on such third party that are at least as broad in scope and restrictive as those contained in this Agreement and Supplier shall remain at all times accountable and responsible for the all actions by such third party with respect to such disclosed Client Data. Supplier shall make Client Data available only to its employees who have a legitimate business need to access the Client Data, who are bound by legally enforceable confidentiality, privacy and data security obligations at least equivalent to those provided in this

Agreement, and who have received training in information security and the handling and processing of Client Data.

- 4) At no time shall Supplier acquire any ownership, license, rights, title or other interest in or to Client Data, all of which shall, as between Client and Supplier, be and remain the proprietary and confidential information of Client. Supplier shall not use Client Data for its own purposes or for the purpose of any Supplier affiliate or third party.
- 5) Supplier represents and covenants that it will ensure that no viruses or any other malicious intrusions are coded into the systems or networks used to provide the services by Supplier or by any third parties. Supplier agrees that Supplier shall implement and maintain current industry state-of-the-art anti-virus measures to detect, prevent and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to, Client's databases, systems, equipment or property to or from Supplier's equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity. If a virus or other contaminant is found to have been coded or otherwise introduced into the systems used to provide the services, Supplier will assist Client at no additional charge in removing the effects of the virus and, if the virus causes a loss of operational efficiency or loss of data, assist Client to mitigate and restore those losses. All Supplier connectivity to Client's computing systems and networks and all attempts at the same shall be only through Client approved methods, and Supplier shall not tamper with, compromise, or attempt to circumvent any physical or electronic security or audit measures employed by Client or its affiliates in the course of Client's or its affiliates' business operations. Client may perform periodic security assessments of its computing systems and networks. Supplier agrees that should any assessment reveal inadequate security by Supplier, Client, in addition to all other remedies available, may suspend Supplier's access to Client's computing systems and networks until such inadequate security has been appropriately addressed. Any such suspension shall not be considered a breach under this Agreement.
- 6) Supplier shall institute strict physical and logical security controls to prevent transfer of Client Data in any form of media without the prior written approval of Client. Supplier facilities that process Client Data shall be housed in secure areas and protected by perimeter security such as access controls that provide a physically secure environment from unauthorized access, damage, and interference. Vendor shall not move or change the physical location where Client Data is processed, without the prior written consent of Client.
- 7) To the extent Supplier disposes of any paper, electronic or other record containing Client Data, Supplier shall do so by taking all reasonable steps to destroy such Client Data by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying the Client Data in such records to make it unreadable, unreconstructable and indecipherable.

- 8) Supplier shall promptly notify Client in writing within 24 hours if it becomes aware of any potential or actual unauthorized disclosure, access to, acquisition of or other loss or use of Client Data ("Data Security Breach"), including any act of dishonesty or breach of trust committed against Client, which may involve Supplier Personnel, Temporary Worker or any agent or subcontractor of Supplier. In the event of a Data Security Breach, Supplier will promptly and fully investigate and resolve any such Data Security Breach at no additional cost to Client. Supplier shall develop and implement a remediation plan, consistent with generally accepted industry standards, to remedy any effects of the Data Security Breach and to address, on a going-forward basis, potential issues related to the Data Security Breach, including any notification that Client may be required by law or may determine appropriate to send to individuals impacted or potentially impacted by the Data Security Breach. Supplier shall fully cooperate, assist and support Client in the event of any investigation by a regulator, including, without limitation, a data protection regulator, or similar authority, if and to the extent that such investigation relates to Client Data under this Agreement. The remedies in this Exhibit B shall be in addition to all other remedies available under applicable law.
- 9) Upon termination or expiration of this Agreement for any reason, or upon request by Client, Supplier shall immediately cease to process and otherwise handle Client Data and shall promptly return to Client all Client Data or, at the election of Client (in its sole discretion), destroy the same in accordance with the instructions given by Client. The obligations set forth in this Exhibit B shall survive the termination or expiration of this Agreement.

Exhibit C
Service Level Agreements – Staffing Service Metrics

Specification	Target
Rate Compliance <ol style="list-style-type: none"> 1. Definition: Percentage of candidate submissions are within Client established rate card range, excluding exceptions granted by Client exception process. 2. Formula: Number of assignments worked during the measurement period with bill rates beyond the NTE bill rates as per contract. Exceptions are tracked separately, showing proper Client approval. 	100%*
Qualified Response Rate <ol style="list-style-type: none"> 1. Definition: Percentage of candidates submitted are deemed qualified by hiring manager. 2. Formula: Solely dependent upon hiring manager's evaluation. All non-responses will be deemed acceptable. 	70%*
Client Satisfaction <ol style="list-style-type: none"> 1. Definition: Percentage of Temporary Workers that perform at a satisfactory level according to hiring manager based on client reviews. 2. Formula: MSP will develop and conduct survey of users to determine satisfaction. Non responses from managers will be deemed acceptable performance. 	80%*
Delivery Percentage <ol style="list-style-type: none"> 1. Definition: Measure of Supplier's ability to deliver the numbers of employees requested. 2. Formula: Employees delivered / Employees requested 	95%*
On-Time Delivery Percentage (Fill Rate) <ol style="list-style-type: none"> 1. Definition: Measures Supplier's ability to deliver the number of employees requested by the original agreed-upon start date. 2. Formula: Employees delivered by agreed upon start date / Employees requested 	90%*
Negative Turnover <ol style="list-style-type: none"> 1. Definition: Measures Supplier's ability to manage turnover and drive performance. 	20%*

2. Formula: Number of assignments closed w/ employees removed (self + performance) / Average number of employees	
Specification	Target
Timecard Submittal 1. Definition: Number of timecards submitted subsequent to proper week-ending date (when work was performed) and within a specific time period 2. Formula: Use IQN reporting.	95%*
Overall Supplier Compliance 1. Definition: Suppliers shall comply with the policies and procedures set forth in their Supplier Agreement, work with the VMS application, and comply with resume submissions, rate negotiations, and solicitation of business guidelines. 2. Formula: Staff Management reviews of COI coverage, contingent worker screenings and whether Supplier met or exceeded all other SLA targets.	100%*
Do Not Return (DNR) Rate 1. Definition: Measures Supplier's ability to successfully place workers suitable for repeat assignment. 2. Formula: Number of Employees Requested to Not Return / Average number of employees working Reason examples: Safety violations, company policy, improper work conduct, poor performance.	Not to exceed 5%*

* The Targets above are preliminary. Final service level targets will be issued upon the establishment of baseline data regarding acceptable performance. The parties agree that the final SLA shall be established after a 90 day benchmarking period.

Specifications	Target
Unless another time period is specified, Suppliers will be monitored and tracked on the above Service Level Agreements every quarter from the IQNavigator system of record. Staffing Provider will be monitored and tracked on the above Service Level Agreement for 90 days in order to establish a true bench mark, targets may be adjusted based on actual results.	

Service Credits: Service credits will be issued to Client's account via the Staff Management solution and shall be used to offset future billable services. After consecutive quarters of performance concerns, Client reserves the right to request the following credits.

DNR: Not to exceed the percentage outlined in the table above per Quarter (by location)
If the percentage exceeds established maximum for consecutive quarters, Staff Management on behalf of Client reserves the right to a service credit equal to 3% of the mark up for those employees DNR'd outside of SLA.

FILL RATE: Client Requested Monthly fill rates must be at the percentage outlined in the table above. If a Supplier's monthly fill rates are below an average of percentage established for two consecutive months, Staff Management on behalf of Client reserves the right to receive from such supplier a service credit equal to 3% of mark-up (per location) for those months outside of SLA.

Failed Compliance Review: In addition to the DNR and Fill Rate service credits, any one or more failure in meeting the services levels within the other categories enumerated above for consecutive quarters shall be a material breach of the Agreement and may result in the immediate termination of the Agreement with Supplier.

Service Level Agreements – IT / Professional Staffing Service Metrics

Specification	Target
Rate Compliance <ol style="list-style-type: none"> Definition: Percentage of candidate submissions are within Client established rate card range, excluding exceptions granted by Client exception process. Formula: Number of assignments worked during the measurement period with bill rates beyond the NTE bill rates as per contract. Exceptions are tracked separately, showing proper Client approval. 	100%*
Client Satisfaction <ol style="list-style-type: none"> Definition: Percentage of Temporary Workers that perform at a satisfactory level according to hiring manager based on client reviews. Formula: MSP will conduct survey of users to determine satisfaction. Non responses from managers will be deemed acceptable performance. 	80%*
Vendor Response <ol style="list-style-type: none"> Definition: Percentage of requisitions that Supplier responds to by submitting a candidate within the measure time period. Formula: Vendor submits candidates on 50% or more requisitions directed to them. 	50%*
Vendor Performance (Qualified Resumes) <ol style="list-style-type: none"> Definition: Percentage of resumes submitted by Supplier that are qualified by the MSP. Formula: 25% or more of all candidates submitted by supplier will be passed to Hiring Manager as qualified. 	25%*
Qualified Response Rate <ol style="list-style-type: none"> Definition: Percentage of candidates submitted are deemed qualified by hiring manager. Formula: Candidates will be qualified based on hiring manager's evaluation on a survey. All non-responses will be deemed acceptable. 	70%*
Vendor Performance (Hire Offers) <ol style="list-style-type: none"> Definition: Percentage of hire offers made to qualified candidates by Supplier. Formula: 20% of qualified candidates are accepted by Hiring Manager. 	20%*

Overall Supplier Compliance <ol style="list-style-type: none"> 1. Definition: Suppliers shall comply with the policies and procedures set forth in their Supplier Agreement, work within the VMS application, and comply with resume submissions, rate negotiations, and solicitation of business guidelines. 2. Formula: Staff Management reviews of COI coverage, contingent worker screenings and whether Supplier met or exceeded all other SLA targets. 	100% *
Timecard Submittal <ol style="list-style-type: none"> 1. Definition: Number of timecards submitted subsequent to proper week-ending date (when work was performed) and within a specific time period 2. Formula: Use IQN reporting. 	95%*

* The Targets above are preliminary. Final service level targets will be issued upon the establishment of baseline data regarding acceptable performance. The parties agree that the final SLA shall be established after a 90 day benchmarking period.

Specifications	Target
Unless another time period is specified, Suppliers will be monitored and tracked on the above Service Level Agreements every quarter from the IQNavigator system of record. Staffing Provider will be monitored and tracked on the above Service Level Agreement for 90 days in order to establish a true bench mark, targets may be adjusted based on actual results.	

Service Credits: Service credits will be issued to Client's account via the Staff Management solution and shall be used to offset future billable services. After consecutive quarters of performance concerns, Client reserves the right to request the following credits.

Vendor Performance (Qualified Resumes): Client Requested Qualified Resumes must be at the percentage established in the table above. If Supplier's Qualified Resumes falls below the established percentage for consecutive quarters, Staff Management on behalf of Client reserves the right to a service credit equal to 3% of the mark up for those quarters outside the SLA.

Vendor Performance (Hire Offers): Client Requested Hire Offers must be at the percentage established in the table above. If Supplier's Hire Offers falls below the established percentage for consecutive quarters, Staff Management on behalf of Client reserves the right to receive from such supplier a service credit equal to 3% of mark-up (per location) for those quarters outside of SLA.

Failed Compliance Review: In addition to the DNR and Fill Rate service credits, any one or more failure in meeting the services levels within the other categories enumerated above for consecutive quarters shall be a material breach of the Agreement and may result in the immediate termination of the Agreement with Supplier.

EXHIBIT D

AGENCY EMPLOYEE -- NONDISCLOSURE AGREEMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY

In consideration of the provision by ARAMARK Food and Support Services Group, Inc. and its affiliates ("Discloser") of an opportunity of the undersigned person (the "Agency Employee"), who is an employee of a temporary employment agency contracted to provide services (the "Agency"), to provide services to Discloser, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Discloser and Agency Employee agree, as follows, with intent to be legally bound:

In this Agreement, "**Intellectual Property**" means all works, including literary, pictorial, graphic, sculptural, and architectural works, works of visual art, and other work that may be the subject of copyright protection; advertising and marketing ideas and concepts; information; data; formulae; designs; models; drawings and sketches; computer programs, including all written instructions and documentation; design specifications; flowcharts; trade secrets; and any inventions, including all processes, machines, manufactures, and compositions of matter and any other invention that may be the subject of patent protection, and patents and other statutory protection obtained or obtainable thereon, and domain names and registrations, hypertext, extensible or other markup language, links, email, return or other addresses, such as "cookies", and all data associated with the foregoing. The word "including" means including but not limited to.

Agency Employee hereby assigns to Discloser all right, title and interest in and to all Intellectual Property created in whole or in part by Agency Employee in connection with its services to Discloser, including all copyrights in works (as defined in the US Copyright Act of 1976, as amended), whether or not a "work made for hire" under such Act. Agency Employee agrees that ownership of same will vest solely in Discloser. As to copyrights, this assignment is effective for the entire scope and duration of all copyrights and specifically includes all rights to derivative works and revisions. Agency Employee waives all rights of attribution and integrity for all works created in whole or in part by Agency Employee. Without further compensation, and at Discloser's request, Agency Employee will promptly execute and deliver all documents, including declarations and assignments, required by Discloser to perfect Discloser's right, title, and interest in and to all Intellectual Property.

Agency Employee represents, warrants and covenants that: (a) all works created hereunder will be solely the creation of Agency Employee, and will not infringe any third party's Intellectual Property rights; (b) Agency Employee has full right, power and authority to enter into this Agreement and to assign rights hereunder; and (c) Agency Employee's execution and performance of this Agreement do not conflict with any agreement or obligation of Agency Employee to a third party, including the Agency. Agency Employee will indemnify, hold harmless, and defend Discloser from and against all claims, damages and expenses (including attorney's fees) arising out of Agency Employee's breach of this Agreement, or Agency Employee's acts or omissions.

Agency Employee agrees that this Agreement creates a confidential relationship between Agency Employee and Discloser. Agency Employee will treat any information supplied by Discloser, as confidential and proprietary to Discloser, and as trade secrets of Discloser. Agency Employee will hold such information in strictest confidence, and will not disclose such information to any third party, and will use such information only to fulfill the terms of this Agreement. These secrecy obligations will not apply to information that is or becomes generally available to the public as a matter of record, and not due to a breach by Agency Employee or a third person to whom such information was entrusted. Agency Employee will safeguard all materials, written or otherwise, which Discloser supplies, or which Agency Employee creates for Discloser, and will not copy or share such materials with any third party. Agency Employee will return such materials and all copies to Discloser, on Discloser's request.

In case of a breach or threatened breach of this Agreement, Agency Employee agrees that the harm suffered by Discloser will not be fully compensable in money damages alone, and accordingly, Discloser will, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief, and Discloser shall be entitled to an award of attorney's fees and expenses incurred in enforcing this Agreement. This Agreement is the entire agreement and understanding of Discloser and Agency with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous discussions, understandings or agreements with respect to the subject matter of this Agreement. Agency Employee specifically represents, warrants and covenants that Agency Employee is of lawful age and has full legal capacity to enter into this Agreement, which is and will be binding upon him or her, and his or her heirs or other personal representatives.

Discloser may assign this Agreement in whole or in part to any third person or entity, and shall provide notice of such assignment to Agency Employee.

Agency consents to, and Agency agrees to cause Agency Employee to strictly comply with, the foregoing terms and conditions.

Agency Employee Name: _____

Supplier Name: _____

Drake Staffing Inc.

Signature: _____

Print Name: _____

By: _____

Title: _____

Greg Price
C.E.O.

Date: _____

Print Home Address: _____

Date: _____

(Authorized Representative of Agency)

EXHIBIT E
INVOICING & PRICING

A. Terms & Definitions

The following terms shall have the below definitions throughout this Exhibit, reconciliation statements, and applicable schedules:

1. **Overtime**: Hours worked over those defined by applicable federal or state law or regulation (usually 40 hours/week) in a given work week, or where applicable, work day, for a single non-exempt Temporary Worker.
2. **Bill Rate**: Supplier bill rate based on all Temporary Worker hourly pay rate multiplied by Supplier's mark-up with the MSP Fee (as defined below).
3. **Payment Types**: Payment Types could include items such as expenses, milestone payments (such as tenured type bonuses, if applicable) and bonuses.
4. **Staff Management Service Fee / Managed Service Provider Fee ("MSP Fee") rate**: This percentage fee which is included in Supplier's mark-up and billed to Client shall be deducted by Staff Management from the payment made by Client to Staff Management in connection with Services rendered by Supplier's employees. The Staff Management Service Fee and the VMS fee rates for Supplier performing Services at Client facilities is 2.8%, which Supplier must calculate into its mark-up. Expenses are not subject to the Service Fee rate; however, items such as milestone payments (such as tenured type bonuses, if applicable), bonuses and Conversion Fees (such as temp to hire or direct hire fees, if applicable), which may be mutually negotiated and agreed to in writing between the Parties, are subject to the MSP Fee.
5. **Supplier Reimbursement Rate**: The actual payment made to Supplier less the MSP Fee.
6. **Supplier Overtime Bill Rate**: Regular time bill rate x the Overtime modifier of 1.4. For the sake of clarity, the actual overtime paid to Temporary Workers by Supplier shall comply with all applicable laws.
7. **Supplier Double Time Bill Rate**: Regular time bill rate x the Double-time modifier of 1.8. For the sake of clarity, the actual double time paid to Temporary Workers by Supplier shall comply with all applicable laws.
8. Supplier agrees that, absent fraud, invoices shall be deemed final and not subject to further adjustment by the Supplier thirty (30) days after the ending date for services rendered under the invoice.

9. Unless Temporary Workers are expected by Supplier to submit time directly through the Staff Management Solution, it is the Supplier's responsibility to ensure that all information is received in a timely manner and is accurate and complete. Any incomplete time cards will not be processed and the Supplier will be notified of such. Requests to increase the charges for time or expense due to errors in the original reporting will not be considered and will be rejected if the request is submitted more than 30 days from the ending date for services rendered under a submitted invoice. Supplier will not be paid for time reported more than 30 days after the date those services under the invoice were rendered. In other words, invoices submitted more than 30 days after the date of services rendered under the invoice shall not be subject to reimbursement.
10. All expenses must be pre-approved in writing by Client for purposes of reimbursement. All travel expenses must be pre-approved in writing by Client. All travel and expenses billed are to adhere to Client's Travel and Expense policy and guidelines as the same may be amended from time to time and made available to Supplier.
11. Client's hiring managers will only approve all reasonable documented expenses of Suppliers that comply with Client's expense reimbursement policies as made available to Supplier. If Client's hiring manager needs to review any Supplier or Temporary Worker's expense receipts or other tangible documented expenses, Staff Management will facilitate getting such receipts to the requesting hiring manager; however, Staff Management shall not be responsible for nor shall Staff Management maintain any record of any Suppliers or Temporary Worker's expense receipts or other tangible documented expenses. All expense receipts or other tangible documented expenses shall be the sole property and responsibility of the Supplier and/or Temporary Worker.
12. All fees payable to Staff Management or its Software Affiliates shall be payable directly by the Suppliers in the form of a deduction from the paid invoiced amount. Staff Management's fee for its services as a managed services provider is set forth below and shall be a percentage of the aggregate billings paid to Suppliers (but not including expense reimbursements) ("MSP Fee").
13. Client has agreed to pay Staff Management all invoiced amounts that are not in dispute within thirty (30) days of receipt of such invoice from Staff Management. Unless otherwise provided, payments to Supplier (subject to retention or setoff, if applicable) will be made within five (5) business days of receipt and clearance of good and sufficient funds from Client, and clearance of such funds from Client is a condition precedent to Staff Management's duty to pay Supplier. Supplier acknowledges and agrees that Staff Management shall deduct an MSP Fee from the amounts billed by Supplier in accordance with Section A.4 of this Exhibit E.

B. PRICING SCHEDULE

Following is the mark-up rate matrix by Line of Business, Labor Category and Location that applies to Supplier for all hours of work provided by Supplier's Temporary Worker through Staff Management at Client's Location. Supplier Bill Rates will be calculated by applying the mark-up to the Temporary Worker's hourly wage rate. Hourly wage rates are captured in VMS and governed by Staff Management and Client.

[INSERT MATRIX WITH VENDOR MARK-UP INCLUSIVE OF MSP FEE]

LINE OF BUSINESS	LABOR CATEGORY	LOCATION	REGULAR TIME MARK-UP WITH MSP FEE	PAYROLLING MARK-UP WITH MSP FEE
Business and Industry	Hospitality Staffing	Georgia	53.29%	53.29%
Corporate Functions	Hospitality Staffing	Georgia	53.29%	53.29%
Education	Hospitality Staffing	Georgia	53.29%	53.29%
Healthcare	Hospitality Staffing	Georgia	53.29%	53.29%
Sports and Entertainment	Hospitality Staffing	Georgia	53.29%	53.29%

C. Conversion Fee

In the event Client desires to hire a Temporary Worker currently on assignment with Client or who has provided services to Client within one year from the termination date of the Agreement, Client may require the conversion of the Temporary Worker to Client's payroll by paying a Conversion fee to Supplier in accordance with the following schedule:

IT/Professional Conversion Schedule

Less than 60 days worked: 20% of estimated annual salary
61 – 120 days worked: 15%
121-180 days worked: 10%
181+ days worked: 0%

LI/Clerical/Administrative Conversion Schedule

0 - 160 hours worked: 10% of estimated annual salary
161+ hours worked: 0%

EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO, PERFORM, AND EXECUTE THIS AGREEMENT, AND EACH PERSON SIGNING THIS AGREEMENT ON BEHALF OF EITHER PARTY HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO AND EXECUTE THIS AGREEMENT.

IN WITNESS WHEREOF, Staff Management Solutions, LLC f/k/a Seaton LLC (d/b/a Staff Management) and **Drake Staffing** **INSERT Supplier Name** have caused this Agreement to be executed by duly authorized corporate officers on the date written below.

Staff Management

By: _____

Janice Weiner

PRINTED NAME

TITLE VP, Global MSP Operations

DATE: _____

EFFECTIVE DATE: 10/16/14

TERM

Supplier Name

By: _____

Greg Price

PRINTED NAME

TITLE: C.E.O.

DATE: 12/23/14

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Drake Staffing LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2033 Monroe Dr. Suite B

6 City, state, and ZIP code
Atlanta Ga 30324

7 List account number(s) here (optional)

Requester's name and address (optional)
Aramark Staff Management

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

8	7	-	0	8	0	2	1	8	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶**  **Date ▶** **7/17/15**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

E
7/17/15

Give Form to the requester. Do not send to the IRS.

mailed 9/26/08

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Drake Staffing LLC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 2033 Monroe Dr. Suite B City, state, and ZIP code Atlanta Ga 30324	Requester's name and address (optional) Senton LLC 860 W. Evergreen Ave. Chicago IL 60642 263
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
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Employer identification number

8	7	-	0	8	0	2	1	8	6
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
	<i>[Signature]</i>	<i>9/26/14</i>

Note: If a requester gives you a form other than Form W-9 to request

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.