

CONTRACT AMENDMENT

Amendment #23	Original Contract CMS #42666	Amendment CMS #76141
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between 22nd Century Staffing, Inc. (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Personnel & Administration, Division of Finance and Procurement, State Purchasing Office (hereinafter called the "State" or "SPO").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract to provide Temporary Personnel Services under this Price Agreement.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Contract and all prior amendments thereto, if any, are modified as follows:

Replace §7 PAYMENTS TO CONTRACTOR B. Payment ii. Rate Changes

ii. Pricing must remain firm for the first 12 months of the contract. Any price increase requested shall be made in writing to the State Purchasing Office 30 days prior to the anticipated increase and shall be substantiated by verifiable Contractor cost increases. Such requests shall contain complete documentation and cost justification for the requested increase. If such increase is accepted by the State Purchasing Office, the State Purchasing Office shall modify the electronic version of the Contractor's rate sheet published on the Colorado State Purchasing Office's Price Agreement webpage and such rate changes shall be effective upon such publication.

With §7 PAYMENTS TO CONTRACTOR B. Payment ii. Rate Changes

ii. Pricing must remain firm for the first 12 months of the contract. Contractor may not request to increase pricing more than once in each 12-month period. Any price increase requested shall be made in writing to the State Purchasing Office 60 days prior to the anticipated increase and shall be substantiated by verifiable Contractor cost increases. Such requests shall contain complete documentation and cost justification for the requested increase. If such increase is accepted by the State Purchasing Office, the State Purchasing Office shall modify the electronic version of the Contractor's rate sheet published on the

Colorado State Purchasing Office's Price Agreement webpage and such rate changes shall be effective upon such publication.

Add §8 REPORTING – NOTIFICATION F. Performance outside the State of Colorado and/or the United States

Following the Effective Date, Contractor shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services for State Ordering Entities subject to the Procurement Code outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.D** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this **§8.D** shall constitute a material breach of this Contract.

Current rates, set forth in **Exhibit A Rates**, are effective through 01/31/2015.

Amended rates, set forth in **Exhibit A1 Rates**, are effective beginning 02/01/2015.

7) START DATE.

This Amendment shall take effect on the later of its Effective Date or February 1, 2015.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT


* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p>CONTRACTOR 22nd Century Staffing, Inc.</p> <p>By: Anupama Sharma Title: President</p> <p><u>Anupama Sharma</u> *Signature</p> <p>Date: <u>1/22/15</u></p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Personnel & Administration Division of Finance and Procurement State Purchasing Office Kathy Nesbitt, Executive Director</p> <p>By: <u>Molly Randol</u> By: Molly Randol, Interim State Purchasing Director</p> <p>Date: <u>1.26.15</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 

Date: 1/30/15