

AGREEMENT FOR PROFESSIONAL SERVICES

Temporary Services RFP - 2015

This agreement ("Agreement"), dated as of **November 24, 2015** ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Howroyd Wright Employment Agency, Inc. dba AppleOne Employment Services**, (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified temporary employment service, experienced in the delivery of temporary help and related services; and

WHEREAS, in the judgment of the Director of Human Resources, it is necessary and desirable to employ the services of Consultant for temporary help services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services

Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the Fee Schedule set forth in Exhibit B provided, however, that total payments to Consultant shall not exceed **\$3,000,000.00**, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To

reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from **January 1, 2016 to December 31, 2018** with the option to extend for three additional one-year periods, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Human Resources Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or

action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate

this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County.

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services

because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Lisa Conner, Recruitment & Classification
Human Resources Department
County of Sonoma
575 Administration Drive, Suite 116C
Santa Rosa, CA 95403

TO: CONSULTANT: Howroyd Wright Employment Agency, Inc.
dba AppleOne Employment Services

BILLS: 327 West Broadway
Glendale, CA 91204
800-827-2677

NOTICES: 16371 Beach Blvd, #240
Huntington Beach, CA 92647
866-493-8343

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

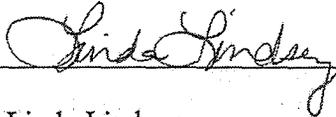
13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: **HOWROYD WRIGHT
EMPLOYMENT AGENCY, INC. DBA
APPLEONE EMPLOYMENT SERVICES**

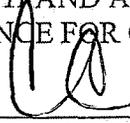
By: 

Name: Linda Lindsey

Title: V.P. of Finance

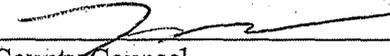
Date: 12-1-15

COUNTY: **COUNTY OF SONOMA
CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:**

By: 
Christina Cramer, Director of Human Resources

Date: 12/29/15

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Date: 12-17-15

By: 
Christina Cramer, Director of Human Resources

Date: 12/29/15

EXHIBIT A SCOPE OF SERVICES

1. **Master Service Plan Outline:** Contractor will meet with County representatives to revise the implementation plan in place.
2. **Department Work Plans:** Contractor will utilize the department service plans currently in place to ensure continued successful placement of temporary staffing employees; and will continue the practice of meeting with County managers should the need arise.
3. **Recruitment:** Contractor will ensure a sufficient number of qualified persons are readily available to meet the County's temporary help needs by aggressively recruiting such individuals for assignment at the County as stated within the "Recruitment Methodologies" narrative section on pages 17 – 19 of Contractor's proposal.
4. **Pre-placement Screening and Selection Services:** Contractor will ensure that a sufficient number of qualified persons are readily available to meet the County's temporary help needs by aggressively recruiting such individuals for placement with the County as stated within the following narrative sections on pages 20 – 28 of Contractor's proposal.
 - a. The following narrative sections are referenced from Contractor's Proposal:
 - i. Skills Screening Methodology: page 20 – 24
 - ii. Reference Checks: page 24
 - iii. Background Checks & Drug Screenings: page 24 – 28
5. **Orientation Services:** Contractor will provide the internal and customized orientation for each of Contractor's temporary workers prior to assignment at the County as outlined within the "Employee Orientation" narrative section on page 15 of Contractor's proposal. Contractor will also create a customized orientation brochure for each department, if requested, that addresses the department's unique needs.
6. **Ordering:** Contractor will accept orders placed by phone, fax, email, and/or online-order entry. Regardless of the method used to place an order, Contractor will provide quick order fulfillment, as stated within the "Job Order Process" narrative section on page 28 – 29 of Contractor's proposal, and any needed follow-up to ensure that the most qualified personnel are assigned to work at the County.
7. **Confirmation Services:** Contractor will make an arrival time telephone call to the County representative(s) who placed the job order request within 30 minutes of the temporary worker's scheduled arrival time. Contractor will also make a quality control call to the County representative who placed the request on the first day of each new assignment to confirm that the temporary candidate(s) is performing up to the County's expectations. Contractor will check weekly (or more frequently, if necessary) with the County to ascertain the quality of the employee's performance, as stated within the "Confirmation & Follow-Up – Triple Check System" narrative section on page 30 of Contractor's proposal.
8. **Service Guarantee:** In the event that a temporary staffing employee does not initially meet performance standards, the Contractor agrees not to charge the County for the eight (8) hours worked by that employee, as stated within the "Service Guarantee" narrative section on page 30 of the Contractor's proposal.

9. **Account Assessment Services:** Contractor will take affirmative steps as stated within the "Needs Assessment – Quality Control Program" narrative section on pages 31 – 32 of Contractor's proposal to ensure County's satisfaction with Contractor's services.
10. **Temporary Staff Supervision, Evaluation, and Follow-Up Services:** Contractor will ensure quality control, and client satisfaction by taking affirmative steps as indicated within the "Supervision, Evaluation & Follow Up – Quality Assurance Surveys" narrative section on pages 32 – 33 of Contractor's proposal. Contractor will conduct regular meetings with appropriate County representative(s) to emphasize careful and frequent planning and feedback, periodic corporate and quality reviews, and regular project meetings
11. **90-Day Notification Services:** Contractor shall notify the appropriate County personnel in each department of any employee of Contractor on assignment at the County who is approaching the 90-day limit imposed by Government Code 31000.4. Contractor will also provide appropriate follow-up to the County as required.
12. **Invoicing:** Contractor will provide accurate and timely weekly billings for Contractor employee's services in the manner represented within the "Billing Process" narrative section on pages 33 – 34 of Contractor's proposal.
13. **Reporting Services:** Contractor will provide County customized reporting services as stated within the "Management Reports" narrative section on pages 36 – 37 of Contractor's proposal.
14. **Transition of Services:** Contractor agrees to allow any temporary agency employee assigned to work at the County to transition from Contractor to County extra-help at any time within the 90 day period without cost to the County or Contractor's temporary worker, as stated on page 36 of contractor's proposal.
15. **Background Checks:** Contractor agrees to provide background screenings for temporary staffing workers supplied to the County, as stated on within the following narrative sections on pages 16 and 24 – 28 of the Contractor's proposal.
 - a. The following narrative sections are referenced from Contractor's Proposal:
 - i. Consumer Reporting Agency: page 16
 - ii. Reference Checks: page 24
 - iii. Background Checks & Drug Screenings: page 24 – 28
16. **Direct Hire Guarantee:** Contractor offers direct hire services for the County, as stated within the "Direct Hire Guarantee" narrative section on page 35 of Contractor's proposal, should the County decide to utilize these services.
17. **Web-based Timekeeping:** Contractor offers the County the Web-based Time Capture system, a value added service, as stated within the "Web-based Time Capture" narrative section on page 34 of Contractor's proposal.
18. **Training and Support Services:** Contractors offers the County with Training and Support Services, as stated within the "Training and Support Services" narrative section on pages 15 – 16 of Contractor's proposal.
19. **Implementation and Transition Services:** Contractor will provide appropriate implementation and transitioning plans and meetings with County to facilitate continuous service, as stated within the "Contract Administration – Implementation Plan" narrative section on pages 35 – 36 of Contractor's proposal.

EXHIBIT B

TEMPORARY STAFFING BILL RATES APPLEONE EMPLOYMENT SERVICES

Job Class	2016 Bill Rates	2017 Bill Rates	2018 Bill Rates
Account Clerk I	\$18.13	\$18.93	\$19.76
Account Clerk II	\$20.82	\$21.74	\$22.70
Account Clerk III	\$22.97	\$23.98	\$25.04
Accountant I	\$29.89	\$31.99	\$33.40
Administrative Aide	\$22.59	\$23.57	\$24.61
Administrative Aide Bilingual	\$24.05	\$24.04	\$25.10
Agricultural Assistant	\$19.01	\$25.11	\$26.21
Case Management Specialist	\$25.50	\$26.62	\$27.79
Clerical Helper	\$14.52	\$15.16	\$15.83
Cook	\$20.48	\$21.39	\$22.33
Data Entry Operator II	\$18.95	\$19.78	\$20.65
Department Analyst	\$32.79	\$34.22	\$35.73
Department Information Technician I/II	\$30.48 – 50.81	\$31.82 – 53.06	\$33.22-\$55.39
Department Information Systems Specialist I/II	\$40.65 – \$60.98	\$42.43 – \$63.65	\$44.30-\$66.45
Executive Secretary	\$24.06	\$25.11	\$26.21
Geographical Information System Technician I/II	\$35.57 – \$55.90	\$41.24 – \$58.36	\$43.05-\$60.93
Health Information Specialist	\$28.42	\$29.66	\$30.97
Information Systems Project Manager	\$55.90 – \$76.23	\$58.35 – \$79.58	\$60.92-\$83.08
Information Technology Analyst II	\$40.33	\$42.09	\$43.94
Legal Processor I	\$18.22	\$19.02	\$19.86
Legal Processor II	\$20.81	\$21.72	\$22.68
Mail Clerk	\$16.44	\$17.19	\$17.95
Maintenance Worker I	\$18.04	\$18.83	\$19.66
Materials Handler	\$19.31	\$20.16	\$21.05
Medical Transcriber	\$25.13	\$26.23	\$27.38
Network Analyst	\$35.57 – \$50.81	\$37.14 – \$53.04	\$38.77-\$55.37
Office Assistant I	\$16.51	\$17.25	\$18.01
Office Assistant II	\$18.04	\$18.74	\$19.56
Office Assistant II – Bilingual	\$18.73	\$19.55	\$20.41
Programmer Analyst	\$40.41 – \$60.98	\$42.17 – \$63.65	\$44.03-\$66.45
Receptionist	\$18.28	\$19.08	\$19.92
Secretary	\$21.14	\$22.07	\$23.04
Senior Office Assistant	\$19.84	\$20.71	\$21.62
Senior Office Assistant – Bilingual	\$19.84	\$21.57	\$22.52
Senior Network Analyst	\$40.65 – \$60.98	\$42.43 – \$63.65	\$44.30-\$66.45
Senior Programmer Analyst	\$50.81 – \$71.14	\$53.05 – \$74.26	\$55.38-\$77.53
Senior Systems Support Technician	\$28.46 – \$40.65	\$29.70 – \$42.43	\$31.01-\$44.30
Storekeeper (Warehouse)	\$17.96	\$18.74	\$19.56

Senior Storekeeper (Warehouse)	\$20.81	\$21.72	\$22.68
Systems Software Analyst	\$45.73 – \$66.06	\$47.72 – \$68.99	\$49.82-\$72.02
Systems Support Technician	\$25.98 – \$36.07	\$27.11 – \$37.66	\$28.30-\$39.32
Telephone Operator	\$16.42	\$17.13	\$17.88

BACKGROUND CHECK COSTS

To assure that our clients work with the most qualified temporary associates, AppleOne utilizes our affiliate, A-Check America, to conduct extensive pre-employment screening. In addition to references and education verification, pre-screening may include drug screens, criminal background checks, social security checks, and DMV verifications. A-Check's services are available for AppleOne's temporary associates as well as the County's permanent employees. We have included a copy of A-Check America General Pricing Sheet immediately following this page.



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Riverside, CA 92517 USA
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Fax: +1-951-750-1301
www.acheckglobal.com



Domestic Employment Screening Services
Government Absorb Pricing
2/23/2015
Effective for calendar year 2015

Customized Screening Packages

A-Check will tailor screening packages to match your organization's goals and industry-specific employment screening needs. Please call for details. Volume discounts available.

Individual Background Screening Services

Criminal Felony/Misdemeanor-7 years.....\$8.00 each*
This includes a one-county, one-name criminal court record search of felony records and will include misdemeanor records when available. All information will be obtained at the courthouse by a court researcher unless an electronic connection to the courthouse is established. *5 and 10 year options also available, please contact A-Check for pricing.

Criminal Search - National Federal-7 years.....\$6.00 each*
This search includes a one-name national federal criminal record search of federal records. All information will be obtained through the Federal P.A.C.E.R. system with on-line direct connection to records and dispositions. *5 and 10 year options also available, please contact A-Check for pricing.

National Criminal Database Search-7 years.....\$1.50 each*
This search includes one name. A-Check America's National Criminal Database search (NATCRIM) includes over 250 million criminal records from all fifty states, the District of Columbia and Puerto Rico. This database search perfectly compliments county courthouse searches by increasing the chances of catching additional criminal data from places of work or residence not disclosed during the application process. Results are available within minutes when ordered via A-Check Direct™ and all information reported is FCRA compliant. *5 and 10 year options also available, please contact A-Check for pricing.

National Sex Offender Registry.....\$3.00 each*
While convictions for sexual offenses will appear upon the criminal record in the county or state where the offense was committed, oftentimes sexual offenders will relocate where their criminal records will not reflect the offense. Information returned from sexual offender registry inquiries may include; name, AKA name, physical characteristics, date of birth, residential address, employer, county, state of conviction, date of conviction, and offense(s).

County Civil Records Search.....\$10.00 each*
This includes one-county, one-name search obtained by a court researcher at the county courthouse. Information obtained may include plaintiff and defendant's actions and case outcome.



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Criminal Statewide Search-7 years.....\$6.00 each*

The Statewide Criminal Search accesses individual states and the District of Columbia's Department of Justice criminal repository information.

Compliance Link Search.....\$2.00 each*

Comprehensive list of Compliance searches available upon request.

Motor Vehicle records - Driver's Report.....\$3.00* each

Depending on state law, this search will reveal a 3-5 year driving history. Reported information will include type of license, any violations, disciplinary actions, convictions, issue date, expiration date, revocations, suspensions, accidents, status and restrictions.

Professional Reference.....\$7.50 each*

A-Check will verify a professional reference by seeking answers to predetermined questions including information on communication skills, work attitude, professionalism and punctuality. This information will be obtained through a phone interview with the a former supervisor or personnel department.

Employment Verification - Plus.....\$10.00 each*

Contact up to three times daily, will be made for up to three (3) Days. Documentation will be requested from the applicant for any verifications of employment not obtained.

A-Check will verify present or past employment to include position(s) held, dates of employment, salary, confirmation of specific job duties, reason for leaving, eligibility for re-hire, and overall job performance. Information will be obtained through phone interviews with former supervisor or personnel department. Pricing is per individual screened. ****Additional fee may apply if previous employer charges a fee for release information or uses a records clearinghouse.**

Education Verification- Basic.....\$7.00 each*

Contact up to three times daily, will be made for up to three (3) Days.

This search verifies Colleges/Universities attended with dates of enrollment, Major/Degrees obtained, Grade Point Average, and professional certification. Pricing is per individual screened. ****Additional fee if transcripts are requested. Additional fee may apply if educational institution requires use of a records clearinghouse.**

Professional License Verification.....\$7.50 each*

This search verifies a professional license or professional certification. Additional fee if transcripts are requested or if educational institution / Licensing body requires use of a records clearinghouse.

Credit Report.....\$4.75 each*

This report provides information into a person's financial background. It also provides present and past addresses, current and past employers, and verifies and identifies users of the social security number provided.

Social Security Trace.....\$1.50 each*

This search verifies the Social Security number provided is valid, the person/people associated with the number, current and past addresses, and current and past employers.



A-CHECK

Background Turnaround Time.....48-72 hrs

*Plus state/county fees, data access fees, license fees or transcript fees. Plus any phone calls made out of the continental U.S. Additional Fees may include Court fees, State fees, Repository fees, Registry fees, 900 numbers (employment verification), and Transcript fees. Aliases and Maiden names will be added at the a la Carte price. All records (Hits) obtained through the NatCrim search will be confirmed at the applicable court for accuracy to comply with the FCRA and will be billed at a la Carte rates.

Drug Screening Services

ORAL DETECT DRUG SCREEN.....Available upon request

NON D.O.T 5-Panel Drug Screening.....\$23.75*
This includes screening for five(5) categories of drugs including Amphetamines, Cocaine, Marijuana(THC), Opiates, Phencyclidine(PCP).

NON D.O.T 7-Panel Drug Screening.....\$24.75*
This includes screening for seven (7) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine(PCP) and Marijuana(THC).

NON D.O.T 9-Panel Drug Screening.....\$25.00*
This includes screening for nine (9) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana(THC), Methadone, Opiates, Phencyclidine(PCP) and Propoxphene.

NON D.O.T 9-Panel Plus Alcohol Drug Screening.....\$25.50*
This includes screening for nine (9) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana(THC), Methadone, Opiates, Phencyclidine(PCP), Propoxphene and Alcohol.

NON D.O.T 10-Panel Drug Screening.....\$25.00*
This includes screening for ten (10) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana(THC), Methadone, Methaqualone, Opiates, Phencyclidine(PCP) and Propoxphene.

NON D.O.T 10-Panel Plus Extended Opiates Drug Screening.....\$39.00*
This includes screening for ten (10) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana(THC), Methadone, Methaqualone, Opiates, Phencyclidine(PCP), Propoxphene and Extended Opiates.

Medical Review Officer (MRO).....\$10.00*
This includes a licensed physician reviewing the result, speaking with the donor if necessary, and reporting the results within 2 hours of receiving it from the laboratory.



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Drug Screen (D.O.T.).....\$33.75*

This includes screening for five (5) categories of drugs including Amphetamines, Cocaine, Marijuana(THC), Opiates, Phencyclidine(PCP). Includes in-network collection and MRO. Includes proper D.O.T. chain of custody paperwork, collection at a A-Check site, overnight courier to a S.A.M.H.S.A./N.I.D.A. Certified laboratory, pre-screen by E.M.I.T. and confirmation by G.C./M.S. Negative results returned the next business day with positives returned within 48 hours.

Drug Screening Turnaround Time.....24-48 hrs

All results will be returned by the next business day. A delay may occur if the sample has to go for further testing or the sample was considered troubled.

Additional Services

Priority Fee.....\$15.00*

If ordered, expedites a report. Applies to the entire report, not to each individual report component.

FCRA Letters – Pre-Adverse/Adverse Notifications.....\$5.00*

Mail Report to Applicant.....\$1.50*

Additional options and products not listed here are also available. Call A-Check today for a comprehensive drug screening solution tailored for your needs and budget.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or

equivalent).

- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: AppleOne Agreement 1/1/16 to 12/31/18.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Human Resources, 575 Administration Drive, Suite 116B, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

PAGES FROM PROPOSAL REFERENCED IN EXHIBIT A

County of Sonoma
AppleOne Employment Services

Response to Request for Proposal, Temporary Staffing Services
Due: October 19, 2015

Current Number of Local, Registered Employees Actively Being Referred and Average Number of Placements Per Week By Job Type		
Job Class	Referrals	Placements
Telephone Operator	24	3
TOTAL	1143	115

5. A general description of training and/or support services your firm will provide those referred to the County in response to requests for temporary staffing services.

TRAINING & SUPPORT SERVICES

AppleOne strives to maintain positive relationships with its associates and to encourage them to hone their skills. Once temporary personnel are assigned to positions with the County, AppleOne will provide them with continual training in all skill areas associated with each position.

AppleOne has a wide variety of training tools. For example, we maintain a full library of cutting-edge educational programs that are targeted to enhance temporary associates’ proficiency in a number of areas, including customer service, self-assurance, computer programs, managerial skills, etc. These programs are available for review on video. Utilizing AppleOne’s library has proven very effective in educating our temporary employee roster.

Similarly, AppleOne’s branch locations provide specific training on customer service techniques through our Interactive Computer-Based Training (CBT) for customer service candidates. This training presents the candidates with multiple simulated exercises, coaching, reviews, and feedback, and is ideal for candidates vying for positions where heavy phone traffic or public interaction is predicted.

Employee Orientation

Once an associate is identified for placement for the County, the Account Executive will assist in acclimating the associate to the County working environment by conducting a thorough department-specific orientation and will provide the associate with an orientation brochure. The brochure will be kept on file at the branch location and shall be reviewed with each temporary associate prior to assignment. This orientation brochure covers, at a minimum, the following subjects:

- Dress code
- Working hours
- Parking
- Phone number
- Directions
- Supervisor name
- Dates of work
- Time card preparation

AppleOne will also include any other information that the County may determine to be important as a part of this Orientation Brochure. We have included a sample of our standard orientation brochure at the end of this Proposal section.

Safety Training

AppleOne provides its employees general safety training applicable to the average work environment. Though it is the responsibility of the client to provide any job-specific safety training as required by local, state and/or federal regulations, AppleOne can copy any training conducted by the County and provide them in-house for employees assigned to the project. In addition, at the time of registration, AppleOne requires our temporary candidates to follow our safety guidelines that are specified in our Injury & Illness Prevention Program. This includes, but no limited to, viewing our safety videos and taking the corresponding safety test.

Every temporary employee is responsible for following all safety regulations and for reporting unsafe conditions to management as soon as possible. The objective of AppleOne Risk Management is to reduce the number of disabling injuries and illnesses to a minimum, not merely keeping with, but surpassing the best experience of other operations similar to ours. Our goal is “ZERO” occupational injuries and illnesses.

Sexual Harassment Training

AppleOne is committed to providing a workplace free of sexual harassment as well as harassment and/or discrimination based on such factors as race, color, religion, national origin, ancestry, age, medical condition, sexual orientation, marital status, disability, or veteran status. AppleOne strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers.

AppleOne provides information in our Welcome Brochures about sexual harassment, which includes our HR harassment hotline number. In addition, we also provide training to supervisory temps when notified to do so. We can provide extensive training upon request to all temporary employees on assignment, which can include a webinar, video, and training materials.

-
6. For each job class (Attachment E) for which you will be providing temporary placement services and for any additional job classes for which you are able to provide temporary placement services, provide the hourly bill rate/bill rate range that your agency will charge the County for each calendar year of the proposed agreement, and preferably include the salary/salary range that your agency will pay the employee. Additionally, provide information on the benefits your temporary employees may be eligible for.
-

BILL RATE RANGE & SALARY RANGE INFORMATION

Please refer to Section III. Cost of Service of this Proposal for AppleOne’s bill rate range and salary range information.

BENEFITS

As part of our overall retention efforts, AppleOne provides numerous benefits and incentives to its temporary employees. These include a 401(k) plan, comprehensive medical benefits, bonus and incentive programs, and continuing education opportunities. We have included benefits documentation at the end of this Proposal section for your reference.

-
7. Provide the name of the consumer reporting agency you use to conduct background investigations, and attach the consumer reporting agency’s bill rates.
-

CONSUMER REPORTING AGENCY

To assure that our clients work with the most qualified temporary associates, AppleOne utilizes our affiliate, A-Check America, to conduct extensive pre-employment screening. In addition to references and education verification, pre-screening may include drug screens, criminal background checks, social security checks, and DMV verifications. A-Check’s services are available for AppleOne’s temporary associates as well as the County’s permanent employees. We have included a copy of A-Check America General Pricing Sheet at the end of this Proposal section.

-
8. Provide the names of local public agencies and private employers with over 200 employees that your local office has routinely serviced as a primary provider within the last three years.
-

CLIENTS WITH OVER 200 EMPLOYEES SERVICED WITHIN THE LAST THREE (3) YEARS

Below are the names of local public agencies and private employers with over 200 employees that AppleOne has routinely serviced as a primary provider within the last three (3) years:

- The City of Santa Rosa
- Kaiser Permanente
- Redwood Credit Union
- Luther Burbank Savings
- RIC Insurance
- Adventist Health/St. Helena hospital
- Gilardi & Co.
- Raptor Pharmaceuticals
- Catholic Charities
- Santa Rosa Community Health
- First American Corp.
- Coldwell Banker
- Golden Gate Transit
- Freixenet USA, Inc./Gloria Ferrer
- Prima Medical foundation
- PACE Supply
- Phoenix American
- Peterson Tractor
- General Dynamics
- CDK/ADP

-
9. Provide the name of any public agency or private employer of over 200 employees in Sonoma County who have stopped using your firm's temporary staffing services within the last three years, and why.
-

CLIENTS WITH OVER 200 EMPLOYEES THAT STOPPED USING TEMPORARY STAFFING SERVICES

AppleOne has no public agency or private employer of 200 employees in Sonoma County who have stopped using our temporary staffing services within the last three (3) years.

-
10. References are required. Please provide names, addresses, and telephone numbers of contact persons within five (5) client agencies for whom similar services have been provided.
-

REFERENCES

Please refer to Section II. Qualifications & Experience of this Proposal for AppleOne's references.

Part II. Core Temporary Staffing Services Proposed

Briefly describe how your firm proposes to meet the temporary service needs of the County of Sonoma in each of the following areas:

1. Recruitment methodologies used to secure qualified employees.
-

RECRUITMENT METHODOLOGIES

Recruiting efforts will include identifying and screening highly qualified personnel from the open market. We use proven proprietary systems, such as JobCaster, which assists AppleOne's recruiting professionals in writing and placing employment advertisements. We also employ on-line registration and database systems that allow us to aggregate and maintain a pool of almost one million candidates nationwide, which gives branches instant access to the right people at the right time.

Proprietary Recruiting Tools

Through the use of proprietary recruitment, evaluation, and personnel management systems, AppleOne provides cost conscious staffing solutions for the County while delivering qualified personnel. AppleOne achieves the highest level of effectiveness in delivering staffing solutions by integrating staff expertise with innovative technological resources, including:

- *JobCaster*: Speeds the recruitment process by assisting with the writing and placing of advertisements. Once the job posting is composed, it is broadcasted to more than 250 of the most popular career websites. JobCaster can be customized to target specialized career websites that are the most appropriate to each required job classification.
- *AppleXpress On-line Registration*: Intakes and stores qualified applicant resumes. Relevant information on all potential candidates (including resumes and personal profiles gathered from structured candidate interviews) is entered into the AppleXpress system, where they can be filtered according to a customized pre-screening process. This process can include customized searches for applicants based on location, skills, education, salary range, experience, key words, and other qualifications that the County may request.
- *Office Automation*: Tracks and matches candidates, which allows AppleOne branch offices to select a pool of temporary associates instantly from an entire network. Office Automation contains detailed personal profiles gathered from each structured interview, which includes personalities, temperaments, and strengths. AppleOne can fully service public sector clients who require support at multiple locations. Office Automation also has the ability to download resumes from the Internet or via e-mail and generate client reports.
- *Direct Recruiting*: Utilizes our employees as resources to recommend other qualified candidates. Our commanding referral rate of nearly 60% distinguishes AppleOne from any other company in the staffing industry. Once applicants see they can better achieve their goals through AppleOne, they often refer an average of two (2) more applicants of equal caliber. Other recruiting techniques employed by AppleOne include participation in career fairs and in college relation programs, human resources consortia, and state and local government recruiting forums.
- *Printed Postings*: AppleOne advertises nationwide in Yellow Page ads, and for more targeted recruitment, posts advertisements in local newspapers, community newsletters, Chamber of Commerce publications, and trade magazines.

Diverse Recruitment

AppleOne is aware of and fully supports the County's commitment to a diverse workforce. Like the County, AppleOne is committed to ensuring that our employment standards, procedures, and practices are applied in a manner that provide equal opportunities without regard to race, color, religion, gender, national origin, age, disability, sexual orientation, or veteran status. We promote diversity in the workplace and consider all applicants based on their skills. AppleOne's offices continually recruit temporary associates from economically disadvantaged groups through a variety of community organizations and business associations. AppleOne is always seeking new opportunities to assist all individuals, including women, minorities, and individuals with disabilities in advancing their careers.

As part of this effort to cultivate a diverse workforce, AppleOne utilizes multiple recruitment methods such as aggressive advertising for new applicants and frequenting local job fairs to locate exceptional candidates. AppleOne also posts job advertisements in a variety of online recruiting sites that are focused on diversity outreach. Those sites include:

- AsianAmericanJobsite.com
- BET EMP
- EmployDiversity
- Gay Financial Network
- HispanicOnline
- Latina
- Resource Partnership
- Best Buddies
- DiversityJobsite.com
- ESSENCE
- HireDiversity
- IM Diversity
- MinorityJobsite.com
- Third Age.

Currently, AppleOne has a large pool of bilingual candidates in its databases. Part of our application process is indicating bilingual capabilities, which we track through the proprietary AppleOne software, Office Automation (OA) system. To complement AppleOne's Instant Recruitment Network and JobCaster, for example, we utilize Hispanic media outlets as a recruitment tool. AppleOne has tenured, senior branch personnel who are fluent in a variety of languages and we are active in various ethnic Chambers of Commerce. In addition, AppleOne branches are empowered to make flexible decisions to accommodate clients at the local level. This includes developing customized, innovative recruiting, and screening programs per a client's request.

Furthermore, AppleOne utilizes the Department of Labor programs, job fairs, and other similar programs to enhance the diversity of the candidates that we can provide to clients. AppleOne's labor pool represents the full citizenry of the communities served by the County.

Non-Discrimination Compliance

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

2. The screening and selection process used to determine qualified persons that would be assigned to work at the County.
 - a. Provide a copy of your employment application.
 - b. Briefly describe any paper screening, interviews, and any validated knowledge/behavioral/skill based testing used.
 - c. Personal and prior employer reference checks.
 - d. Background check of at least criminal convictions (name/alias, all areas of residence within last seven years).
 - e. Credit verification (if requested for certain positions).

STANDARD EMPLOYMENT APPLICATION

All AppleOne temporary associates are required to complete a detailed application prior to interview by our branch staff. The AppleOne application is highly detailed, and requires the following applicant information:

- Full legal name and current address, complete with contact numbers and email addresses.
- Educational history
- Prior professional references; AppleOne requires a minimum of two (2) valid, confirmed positive references before a candidate is allowed to interview with our clients.
- I-9 documentation satisfying current Federal requirements, which are properly inspected and copied for file purposes.

Additionally, the standard AppleOne temporary associate application packet also provides prospective candidates with:

- Meal and rest period requirements
- Temporary employee performance requirements

- Reference check consent and authorization form
- Confidentiality and Arbitration agreement
- “Putting Your Best Foot Forward” form
- Human Resources Hotline Memo (with signature form)
- Equal Employment Opportunity questionnaire (voluntary)
- HIPAA Disclosure

The application packet also contains fields where our branch teams can make interview and related notations regarding each candidate. A sample standard candidate application package has been included at the end of this Proposal section.

SKILL SCREENING METHODOLOGY

To enhance our ability to find qualified candidates, AppleOne uses the AppleCore Assessment Series, a validated applicant classification system that focus on customer service skills, aptitude, and attitude assessment. The content underlying these tests was carefully factored into specific job requirements. All AppleOne tests have a proven track record of success, which shows that those who take the tests have better performance on the job and significantly increases their productivity. We already have assessment tests in place for all of the job categories that we are providing services for. If needed, AppleOne’s assessment series can be customized to meet the County’s specific requirements.

Situational Judgment Exercises

For administrative, clerical, and customer service positions, situational judgment exercises are used to assess personal characteristics that are critical for the job. The development of these tools is as follows:

Receptionist CD Simulation

Development of the Receptionist job simulation included identifying critical work activities that contribute to success on the job. For receptionists, it was found that answering multiple-line telephones and routing calls are critical elements of the job. A computerized work sample was created to simulate a receptionist receiving and routing a call. Also, receptionists were found to be a direct link to visiting customers and clients. Thus in conjunction with the job simulation, a situational-judgment exercise was created to determine an applicant’s ability to respond to work situations effectively. The tool was developed using computerized technology to create a realistic portrayal of the work environment. Job incumbents, job experts, and AppleOne’s personnel were responsible for the development of this assessment.

Customer Service Situations Video

A video-based situational judgment exercise was created for Customer Service Representatives and other personnel who interact with the public. Data collected during job analysis reveals that customer service representatives must respond to different types of situations relating to internal and external customer interactions. The video-based assessment provides an accurate depiction of actual situations faced on the job. Applicants are then asked to determine the most effective approach to resolve the work situation.

Structured Interview Guide

The structured interview guide was designed to identify how well a candidate will effectively perform as an AppleOne employee. The interview guide asks questions related to the applicant’s work history, interpersonal and team skills, creative problem solving, professionalism, and communication skills. The applicant’s responses help us assess how they have responded to past work situations, particularly in their ability to handle work within stressful environments. Questions are framed this way because research has shown that past work behavior is one of the best predictors of future work behavior.

Software Assessments

AppleOne extensively tests candidates on their software proficiency, which is particularly important in today’s high-tech work environment. Through the use of the evaluation and training systems of *ProveIt!*, AppleOne’s staff ensures that candidates possess the necessary skills for exceptional performance. The *ProveIt!* tests provide high quality performance-based testing on virtually all of today’s top office software, so that we may assess each candidate’s proficiency levels on multiple operating systems. As new software is introduced to the workplace, all AppleOne candidates are encouraged to enhance their skills using the *ProveIt!* tutorial programs. Prior to assignment, AppleOne can test contractors on over 250 applications across several disciplines, with customized training and evaluation programs that simulate the work to be performed at the County’s locations. Available tests and training include:

Administrative/Office/Clerical

The *Prove It!* testing allows in-depth evaluation of the various skill sets required for administrative and clerical candidates. Test titles include:

Administrative/Clerical Tests	
Business Writing	Microsoft Internet Explorer
Counting	Microsoft Office Suite
Customer Service Mindset Survey	Proofreader Marks
Data Entry 10 Key	Punctuation
Email Etiquette	Reading Comprehension
English as a Second Language	Recruiting Fundamentals
Filing by Name	Sales Concepts
Following Verbal Instructions [audio]	SAS 9 - Data Analyst
Following Written Instructions	Shorthand
Healthcare Benefits Knowledge	Software Quality Assurance
Human Resources Basics	Software Testing
Human Resources Benefits Knowledge	Spanish Basic Office Skills
Internet Basics	Spanish Basic Reading Comprehension
Internet Research Skills	Spanish Office Grammar and Spelling
Interviewing and Hiring Concepts	Spanish Typing – General
Listening Skills [audio]	Spanish-English Bilingual
Macintosh Basics OS 9	Technical Terminology
Mailroom Management Skills	Translation Sample - English to Spanish
Marketing Fundamentals	Translation Sample - Spanish to English
Matching (Alphanumeric, Numeric, Images)	Typing – General
Math Word Problems	Vocabulary
Microsoft Windows	Writing Sample (letters, etc.)

Accounting/Finance Knowledge Tests

For Accounting and Finance positions, AppleOne uses the *ProveIt!* Accounting and Financial Knowledge test package to evaluate core accounting and finance competencies. Testing titles include, but are not limited to:

Accounting/Finance Tests		
Accounting Terminology	Cost Accounting	MYOB Accounting Plus
Accounts Payable	Financial Analysis	Partnership Tax Accounting

Accounting/Finance Tests		
Accounts Receivable	Financial Management	Payroll Clerk
ACCPAC Pro Series	Fixed Assets	Payroll Management
ADP - Payroll	General Accounting	Peachtree Accounting
Advanced Accounting	General Ledger Knowledge	QuickBooks Pro
Auditing	Individual Income Tax	Quicken
Bookkeeping - Professional	JD Edwards	Sage MAS 90/200
Business Income Tax	MAS 90 - Bookkeeping	Simply Accounting
Corporate Tax Accounting	Microsoft Dynamics GP	

Tests include examples and illustrations from real-world accounting environments, and cover general job categories, such as Accounting and Bookkeeping. They also include numerous specialized accounting subjects, such as Cost Accounting and Taxation. Customized test making is available.

Technical/IT Evaluation

All AppleOne Technical/IT recruiters have solid technical background experience and proven interviewing methods needed to qualify candidates. Our thorough screening process includes: in-depth interviews with trained Technical/IT consultants, technique and skills analyses, verification of degrees, and reference checks. All potential Technical/IT candidates meet for one hour with an AppleOne Technical Recruiter and Account Executive in a formal interview. The face-to-face interviews consist of candidates interviewing against the specific individual job requirements. The total two-hour interview process determines experience, expertise, and suitability to a specific job and organization. An Executive Summary is then generated for your review from the information collected from the candidate. AppleOne retains a large pool of highly motivated and qualified technical professionals for the full scope of Technical/IT/MIS fields, including but not limited to:

- Application Development
- Database Development & Administration
- Desktop and Server Systems
- Information Systems
- Network Analysis & Administration
- Programming & Software Engineering
- Web Development & Administration
- Project Management
- Software Testing & Quality Analysis
- Systems, Applications and Productions (SAP) Management
- Technical Support

Tests include:

TechTest Titles	
.NET Framework Microsoft Internet Information Server [IIS] 4.0	Enterprise JavaBeans [EJB] SQA Robot
.NET Programming (C#, C++, Jscript, Visual [SMS])	Ethernet Networking SQL Entry Level
A+ Microsoft Site Server 3.0	FORTRAN 77/90 SQL for Client-Server Applications
ABAP/4 for SAP Microsoft Systems Management Server 2.0	GroupWise 5.x SQL for Desktop Applications
Basic, Visual J#	Gupta Centura SQL Server 2000 DBA
C Programming Microsoft Windows Programming	Hardware Troubleshooting SQL Server 2000 for Developers
C++ Programming Microsoft Windows XP Technical	HTML SQL Server 6.5
	IBM AIX 5.1 Administrator SQL Server 6.5 Developer

TechTest Titles	
Skills	
CGI Concepts Microsoft Windows XP Troubleshooting	IMS TCP/IP
CICS/COBOL MVS	iNet+ Technical Support Processes
Cisco Networking Netscape Webserver	Informix Telecommunications
Cisco Router Network Administration	Internet Security UNIX Administrator
Client/Server Fundamentals Object Oriented Programming [OOP]	J2EE UNIX Programming
COBOL 400 Oracle Developer	J2SE UNIX Users
COBOL Oracle DBA	Java VBScript
Cold Fusion MX 6.1 OS/2 for Users	JavaScript Visual Basic
COM/DCOM Development in Delphi Pascal	JCL Visual C++
COM/DCOM Development in Visual Basic PC Skills Survey	LAN Hardware Visual FoxPro
Computer Technician Skills PeopleSoft	Linux Administration Visual Interdev 6.0
COOL: Gen Perl 5	LoadRunner Visual J++
CORBA PHP	Lotus Notes VSE/DOS
Crystal Reports PL/SQL	Macintosh Technician WAN Architecture
Data Communications Concepts PowerBuilder	Microsoft Access Web Commerce Security
Data Warehousing Concepts Pro/ENGINEER	Microsoft Exchange Server Web Design Mastery
DB2 5.x DBA Project Management for IT Professionals	Microsoft Foundation Class WebLogic Portal 7.0
DB2 Developer Rational Rose	Microsoft Office Help Desk
DB2 v.8 UBD DBA Relational Database Design [RDBMS]	Siebel 7
dBASE III Plus RPG III	SQL Server
Delphi RPG IV [RPG ILE]	Sybase WinRunner
DHTML SAP Database	Transact SQL XML
DreamWeaver SCO UNIX	UML XWindow Systems
E Commerce Concepts	WebLogic Server 7.0
E Commerce Concepts: Architecture and Design	WebSphere 4.0
EDI (Electronic Data Interchange) Solaris Administrator	

Assessing Bilingual Skills

AppleOne can provide qualified bilingual clients to the County if desired. To determine language skills, a bilingual AppleOne account team member will meet one-on-one with candidates to assess their bilingual proficiency. Bilingual applicants are given an AppleOne safety test in the appropriate language. After evaluating an applicant's bilingual skill level, the team member will make detailed notes in the Office Automation system. Doing so allows us to provide candidates matched to the County's specifications. AppleOne can also evaluate bilingual candidates in their respective languages through the ProveIt! testing suites. Currently, *ProveIt!* tests are immediately available in Spanish, French, German, and Portuguese; tests in additional languages can be provided with sufficient notice.

Customized Evaluations

AppleOne can customize candidate evaluations to meet the County’s needs. For example, this can include specific software assessments or administering the County’s tests to candidates. Test scores can also be provided and we can benchmark specific skills.

REFERENCE CHECKS

AppleOne’s standard process requires all candidates to provide a minimum of two (2) positive supervisor references and one (1) peer reference to verify their skillset levels from past positions. Based on each reference, candidates are rated on a scale of 1-5 on each task performed. Our reference evaluations are based on the SWACER method, which considers each employee’s strengths, weaknesses, attendance, coaching ability, environment suitability, and eligibility for rehire.

BACKGROUND CHECKS & DRUG SCREENINGS

Prior to sending an employee to work for the County, AppleOne’s Petaluma account management team, in conjunction with the appropriate County representative(s), will evaluate what pre-employment background screening will be utilized. To assure that AppleOne’s clients efficiently work with the best temporary associates, AppleOne utilizes our affiliate, *A-Check America*, to conduct extensive pre-employment screening. In addition to references and education verification, pre-screening may include drug screens, criminal background checks, social security checks, and DMV verifications. A-Check’s services are available for AppleOne’s temporary associates as well as the County’s permanent employees. The following is a description of the services that can be provided by A-Check America:

BACKGROUND CHECK	
Criminal Felony/Misdemeanor – 7 years	This includes a one-county, one-name criminal court record search of felony records and will include misdemeanor records when available. All information will be obtained at the courthouse by a court researcher unless an electronic connection to the courthouse is established. *5 and 10 year options also available, please contact A-Check for pricing.
Criminal Search – National Federal – 7 years	This search includes a one-name national federal criminal record search of federal records. All information will be obtained through the Federal P.A.C.E.R. system with on-line direct connection to records and dispositions. *5 and 10 year options also available, please contact A-Check for pricing.
National Criminal Database Search – 7 years	This search includes one name. A-Check America’s National Criminal Database search (NATCRIM) includes over 250 million criminal records from all fifty states, the District of Columbia and Puerto Rico. This database search perfectly compliments county courthouse searches by increasing the chances of catching additional criminal data from places of work or residence not disclosed during the application process. Results are available within minutes when ordered via A-Check Direct™ and all information reported is FCRA compliant. *5 and 10 year options also available, please contact A-Check for pricing.
National Sex Offender Registry	While convictions for sexual offenses will appear upon the criminal record in the county or state where the offense was committed, oftentimes sexual offenders will relocate where their criminal records will not reflect the offense. Information

	returned from sexual offender registry inquiries may include; name, AKA name, physical characteristics, date of birth, residential address, employer, county, state of conviction, date of conviction, and offense(s).
County Civil Record Search	This includes one-county, one-name search obtained by a court researcher at the county courthouse. Information obtained may include plaintiff and defendant's actions and case outcome.
Criminal Statewide Search – 7 years	The Statewide Criminal Search accesses individual states and the District of Columbia's' Department of Justice criminal repository information.
Compliance Link Search	Comprehensive list of Compliance searches available upon request.
Motor Vehicle Records – Driver's Report	Depending on state law, this search will reveal a 3 – 5 year driving history. Reported information will include type of license, any violations, disciplinary actions, convictions, issue date, expiration date, revocations, suspensions, accidents, status and restrictions.
Professional Reference	A-Check will verify a professional reference by seeking answers to predetermined questions including information on communication skills, work attitude, professionalism and punctuality. This information will be obtained through a phone interview with the former supervisor or personnel department.
Employment Verification – Plus	<i>Contact up to three times daily, will be made for up to three (3) Days. Documentation will be requested from the applicant for any verifications of employment not obtained.</i> A-Check will verify present or past employment to include position(s) held, dates of employment, salary, confirmation of specific job duties, reason for leaving, eligibility for re-hire, and overall job performance. Information will be obtained through phone interviews with former supervisor or personnel department. Pricing is per individual screened. **Additional fee may apply if previous employer charges a fee for release information or uses a records clearinghouse.
Education Verification – Basic	<i>Contact up to three times daily, will be made for up to three (3) Days.</i> This search verifies Colleges/Universities attended with dates of enrollment, Major/Degrees obtained, Grade Point Average, and professional certification. Pricing is per individual screened. **Additional fee if transcripts are requested. Additional fee may apply if educational institution requires use of a records clearinghouse.
Professional License Verification	This search verifies a professional license or professional certification. Additional fee if transcripts are requested or if educational institution / Licensing body requires use of a records clearinghouse.
Credit Report	This report provides information into a person's financial background. It also provides present and past addresses,

	current and past employers, and verifies and identifies users of the social security number provided.
Social Security Trace	This search verifies the Social Security number provided is valid, the person/people associated with the number, current and past addresses, and current and past employers.
DRUG SCREENING	
Oral Detect Drug Screen	Available upon request.
NON D.O.T 5-Panel Drug Screening	This includes screening for five (5) categories of drugs including Amphetamines, Cocaine, Marijuana (THC), Opiates, Phencyclidine (PCP).
NON D.O.T 7-Panel Drug Screening	This includes screening for seven (7) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine (PCP) and Marijuana (THC).
NON D.O.T 9-Panel Drug Screening	This includes screening for nine (9) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Opiates, Phencyclidine (PCP) and Propoxyphene.
NON D.O.T 9-Panel Plus Alcohol Drug Screening	This includes screening for nine (9) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Opiates, Phencyclidine (PCP), Propoxyphene and Alcohol.
NON D.O.T 10-Panel Drug Screening	This includes screening for ten (10) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Methaqualone, Opiates, Phencyclidine (PCP) and Propoxyphene.
NON D.O.T 10-Panel Plus Extended Opiates Drug Screening	This includes screening for ten (10) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Methaqualone, Opiates, Phencyclidine (PCP), Propoxyphene and Extended Opiates.
Medical Review Officer (MRO)	This includes a licensed physician reviewing the result, speaking with the donor if necessary, and reporting the results within 2 hours of receiving it from the laboratory.
Drug Screen (D.O.T.)	This includes screening for five (5) categories of drugs including Amphetamines, Cocaine, Marijuana (THC), Opiates, and Phencyclidine (PCP). Includes in-network collection and MRO. Includes proper D.O.T. chain of custody paperwork, collection at a A-Check site, overnight courier to a S.A.M.H.S.A./N.I.D.A. Certified laboratory, pre-screen by E.M.I.T. and confirmation by G.C./M.S.. Negative results returned the next business day with positives returned within 48 hours.

Turnaround Time

The turnaround time for Background Check services is 48 to 72 hours, depending on the particular check. All results for Drug Testing will be returned by the next business day. A delay may occur if the sample

has to go for further testing or the sample was considered troubled. Additional information on A-Check is available upon request.

We have included a copy of A-Check America General Pricing Sheet at the end of this Proposal section.

Immigration Reform & Control Act Policy Statement

It is AppleOne's policy to comply with all laws, including anti-discrimination and immigration laws. In compliance with the Immigration and Control Act of 1986, AppleOne examines the required documentation presented to us under oath by applicants, and we certify that, to the best of our knowledge, the applicants being referred to our clients are authorized to work in the United States.

I-9 Verification - E-Verify Program Requirement

A new regulation from ICE (Immigration and Customs Enforcement) has been issued and it sets forth "Safe Harbor" procedures that provide employers guidance as to actions that need to be taken upon receipt of so-called Tentative Nonconfirmation (TNC) notifications from the Social Security Administration (SSA) and the Department of Homeland Security (DHS).

If AppleOne receives a "TNC" from E-Verify, AppleOne **does not deny employment** to the applicant. The mismatch may be due to one of the following:

- A clerical error when entering the number into the E-Verify Program
- The applicant transposing the number when writing it on the I-9 Form
- The number not belonging to the applicant (fraud).

To resolve a TNC, AppleOne conducts the following steps in response to the specific type of TNC that the temporary candidate receives:

Social Security Administration (SSA) Tentative Nonconfirmation (TNC):

1. The AppleOne Account Executive immediately notifies the applicant about the SSA TNC Notice sent by E-Verify.
2. The Account Executive will review the notification with the applicant and have him/her decide whether he/she wants to contest this result.
3. If the applicant chooses to contest, the Account Executive refers the case to SSA in E-Verify by clicking on Initiate SSA Referral. This gives SSA electronic access to the case when the applicant visits the SSA field office to resolve his/her case. If he/she chooses not to contest the TNC, the Account Executive does not have to place him/her on assignment.
4. The Account Executive gives the applicant the SSA Referral Letter received from E-Verify and he/she will need this letter when he/she visits an SSA office.
5. The applicant will have eight (8) federal government workdays from the date of referral to visit an SSA office to contest his/her case.
6. During this time, the applicant is not terminated and should continue to work.
7. After the applicant visits SSA, SSA will update his/her case status in E-Verify. The Account Executive will check E-Verify daily to see if the case status has been updated.

Department of Homeland Security (DHS) Tentative Nonconfirmation:

1. The AppleOne Account Executive immediately notifies the applicant about the DHS TNC Notice sent by E-Verify.
2. The Account Executive will review the notification with the applicant and have him/her decide whether he/she wants to contest this result.

3. If the applicant chooses to contest, the Account Executive refers the case to DHS in E-Verify by clicking on Initiate DHS Referral. If he/she chooses not to contest the TNC, the Account Executive does not have to place him/her on assignment.
4. The Account Executive gives the applicant the DHS Referral Letter received from E-Verify and he/she will need this letter when he/she contacts the DHS.
5. The applicant will have eight (8) federal government workdays from the date of the referral to contact DHS and to contest his/her case.
6. During this time, the applicant is not terminated and should continue to work.
7. After the applicant contacts DHS, DHS will update his/her case status in E-Verify. The Account Executive will check E-Verify daily to see if the case status has been updated.

DHS Tentative Nonconfirmation (Photo Toll Non-Match):

1. The AppleOne Account Executive immediately notifies the applicant about the DHS TNC Notice sent by E-Verify.
2. The Account Executive will review the notification with the applicant and have him/her decide whether he/she wants to contest this result.
3. If the applicant chooses to contest, the Account Executive refers the case to DHS in E-Verify by clicking on Initiate DHS Referral. If he/she chooses not to contest the TNC, the Account Executive does not have to place him/her on assignment.
4. The Account Executive gives the applicant the DHS Referral Letter received from E-Verify and he/she will need this letter when he/she contacts the DHS.
5. The applicant will have eight (8) federal government workdays from the date of the referral to contact DHS and to contest his/her case.
6. During this time, the applicant is not terminated and should continue to work.
7. After referring the applicant in E-Verify, the Account Executive will immediately send a photocopy of his/her Permanent Resident Card (Form I-551) or Employment Authorization Card (Form I-766) and a photocopy of his/her DHS Referral Letter to the following address:

U.S. Citizenship and Immigration Services
Verification Division
Attn: Status Verification Unit
490 L'Enfant Plaza East, SW, Suite 8001
Washington, DC 20024-2135

8. After the applicant contacts DHS, DHS will update his/her case status in E-Verify. The Account Executive will check E-Verify daily to see if the case status has been updated.

3. The process for ordering temporary staffing services. Include the turnaround time needed from the time an order is placed to confirmation that it is filled.

JOB ORDER PROCESS

AppleOne's job order filling procedures are based on our in-depth knowledge of the needs of Government entities. Based on knowledge of your requirements and using proprietary software systems, our Petaluma account management team, led by Ms. Jan Knight, will quickly fill your staffing needs from AppleOne's large pool of pre-qualified candidates. In addition, AppleOne can customize its recruitment and matching processes according to projected staffing requirements. Ms. Knight will discuss current and upcoming staffing requirements with the County's representatives in order to minimize potential disruptions from employee turnover.

Step 1 – Job Order Submitted

Job Order is submitted by the County to an AppleOne account management team member via your preferred method (phone, fax, or the Internet). Ms. Knight will act as the primary point of contact for the County. The AppleOne OANet software can alternatively be utilized to automate the procurement process.

Step 2 – Acceptance of Order and Initial Response

The Petaluma account management team accepts the order and enters it into AppleOne’s internal Office Automation (OANet) database. Ms. Knight or another authorized team member will then respond to you within 30 minutes to confirm that they received the order and to provide a status update. Further information may be requested at this stage from the contracting officer or department head at the County.

Step 3 – Job Order is Sent Out

The Petaluma account management team will then utilize AppleOne’s web-based accounting management and monitoring system, OANet, to send out the job order to all of our supporting offices within the region in order to identify the best candidates (if new recruits are required).

Step 4 – Evaluation Process

Once a qualified candidate is identified, AppleOne completes a customized evaluation process for the County. This may include criminal and drug screening, as well as an in-depth review of job requirements and expectations. If the candidate meets all requirements and accepts the positions, we will move onto the next step. If not, the previous step is repeated until a qualified candidate match is made.

Step 5 – Interview/Final Approval

The candidate is then interviewed or presented for a final approval by the County. If approved, the candidate is confirmed for a start date. Also in accordance with the State of California’s Assembly Bill 469 - Wage Theft Protection Act, effective Jan. 1, 2012, AppleOne will notify the temporary associate in writing with information specific to his or her assignment if the position is accepted.

Step 6 – Orientation

Prior to the start date, AppleOne will provide the candidate with a full job orientation. This orientation program includes information regarding the County environment, how to complete employee timecards, and/or to assign them a badge/password for AppleOne’s Web Time Capture software (if the County decides to use this software).

Step 7 – Quality Control

On the first day of assignment, a member of the account management team will conduct a quality control call to the candidate’s supervisor. At the end of the first week, another quality control check will be completed. Afterwards, the team will conduct ongoing quality checks to ensure that the candidate is performing up to, or better than, expectations for the County.

RESPONSE & TURNAROUND TIME

The Primary Point of Contact for day-to-day management, Ms. Jan Knight, or an alternate point-of-contact at the Petaluma branch, will promptly respond to all standard job orders and replacement requests (including those received by email or voice mail) within 30 minutes with a confirmation that the request was received, as well as a progress report. After receiving an order from the County, the turnaround time to place a qualified temporary employee is typically four (4) hours. Specialty positions require a 24 to 48-hour turnaround, and ASAP orders generally can be filled within two (2) hours. AppleOne will continue to follow up and provide status on open job orders at the frequency and manner requested by the County, and upon request, until the order is either filled or cancelled.

-
4. Confirmation that the person assigned has arrived, and subsequent follow-up to ensure the temporary staffing service need is being at least adequately met.
-

CONFIRMATION & FOLLOW-UP – TRIPLE CHECK SYSTEM

The AppleOne Triple Check System ensures that the performance of contractor employees meet and exceed the County’s requirements and expectations. The Triple Check System consists of the following:

1. An AppleOne Account Executive will make an arrival time telephone call to the County representative(s) who placed the job order request within 30 minutes of the candidate’s scheduled arrival time. He/She also will make a quality control call to the County representative who placed the request on the first day of each new assignment to confirm that the temporary candidate(s) is performing up to your expectations.
2. The Account Executive will check weekly (or more frequently, if necessary) with the County to ascertain the quality of the employee’s performance.
3. After the assignment is complete, we will evaluate the overall quality of the associate’s performance and productivity, which includes the distribution of a performance evaluation form to the appropriate County personnel. AppleOne retains only those associates who meet or exceed our high performance standards.

Using the Triple Check System, we will monitor all aspects of a contractor’s performance, including, but not limited to:

- Attendance
- Punctuality
- Proficiency in Required Skills
- Ability to Adapt to the Work Environment
- Ability to Follow Instructions
- Ability to Solve Problems
- Ability to follow established policies and procedures
- Verbal Communication Skills
- Written Communication Skills
- Quality of Work
- Productivity
- Dress Attire
- Ability to maintain effective working relationships

By using the Triple Check System, we will ensure that the AppleOne employees meet and exceed all of the County’s requirements. Poor workplace performance is handled through a process of progressive discipline. Employees are coached and counseled on their performance on a continual basis. Additional training or instruction is provided when appropriate. Failure to meet or exceed AppleOne standards results in the employee’s termination for non-performance. This information is noted in our internal tracking system, which has a “no recall” function that is activated when necessary. Our Account Executives are empowered to make judgment calls regarding employee performance, which allows us to replace an unsatisfactory employee immediately.

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5. Service guarantee in the event that an employee placed does not initially meet performance standards.
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SERVICE GUARANTEE

If, for any reason, the County is not completely satisfied with the performance of any AppleOne candidate, you will not be charged for the unsatisfactory work performed up to a maximum of eight (8) hours and the candidate will be replaced at no charge.

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6. Needs assessment (of client's culture, specific needs, and protocols, including the development of a written work or service plan). Please attach a good sample of a service plan you have developed.
-

NEEDS ASSESSMENT – QUALITY CONTROL PROGRAM

The overall purpose of our Quality Control Program is to guarantee that AppleOne provides our clients, such as the County, with the level of service they expect from a leader in the employment services industry. The Program ensures the following:

- AppleOne meets and exceeds contract expectations when placing contractor personnel.
- AppleOne complies with Local, State, and Federal rules and regulations.

The goal of AppleOne's Quality Control Program is to measure our service levels and identify opportunities for improvement. By doing so, we enhance customer satisfaction and improve important operational efficiencies. Based on defined standards, AppleOne's Quality Control Program includes weekly quality checks on contractor performance using the Triple Check System, client and contractor personnel surveys, and regular reviews by our Quality Management Committee. AppleOne's Quality Control Program will ensure that we meet the highest standards regarding delivery of services, performance reviews, communication with and availability to the County supervisors and managers, and minimization of employee turnover.

The Quality Control Program is based on defined standards and specific Performance Objectives developed in conjunction with the appropriate County representative(s) for each individual project. These Performance Objectives are routinely/periodically reviewed and compliance issues are addressed in a formal monthly meeting, or as often as the desired by the County.

AppleOne ensures maintenance of the Quality Control Program through Monthly/Bi-weekly reviews and reports that cover the following topics:

- Task order and team management
- Required deliverables
- Task order schedule and cost control
- Employee security compliance requirements
- Contractor identification and in-processing procedures
- Training and certification requirements
- Staffing and retention issues.

These reviews incorporate findings from Quality Assurance Surveys and personal contacts by the Project Manager and Account Executives with the appropriate County representative(s). Any complaint or deficiency is immediately reviewed by the Project Manager, who is empowered to take swift corrective action. We have included copies of our Quality Assurance Surveys at the end of this Proposal section for your reference.

Management Plan

AppleOne offers effective processes and procedures that provide professional staffing services for its public sector clients. The critical component to all of AppleOne's personnel support and supervision efforts is continued communication. Upon contract award, the AppleOne management team will request a meeting with the appropriate County representative(s) to discuss requirements and to plan future meetings.

AppleOne will provide the following corporate support program to ensure that total quality service is provided to the County:

- We have a comprehensive plan for regular communication between the appropriate County representative(s) and AppleOne’s corporate managers to address issues before they become problems.
- We have developed a professional support network for AppleOne’s personnel to utilize who will assist in providing solutions to situations that may be unique or require additional areas of expertise. This will provide “value-added support” to the County.
- We ensure timely and accurate reporting of invoiced services.
- We provide a corporate support system that ensures all of AppleOne’s on-site personnel can focus entirely on the County’s mission.

AppleOne offers a responsive, comprehensive, and efficient methodology to meet all of the County’s needs. We will conduct regular meetings with appropriate County representative(s) to emphasize careful and frequent planning and feedback, periodic corporate and quality reviews, and regular project meetings. The AppleOne management methodology ensures in-depth coverage and responsiveness to all of the County’s requirements. Our management approach allows us to forecast resource requirements throughout the life of the project, assess the quality of work performed, monitor and evaluate execution against milestones or specific standards, identify problems quickly with timely resolutions, and evaluate personnel performance.

AppleOne’s corporate philosophy extends to all levels of the company. Corporate and project personnel are committed to providing customer-oriented support and operations to assure performance of all contract requirements.

7. Temporary staffing firm employee supervision, evaluation, and follow-up services.

SUPERVISION, EVALUATION & FOLLOW UP – QUALITY ASSURANCE SURVEYS

AppleOne maintains its standards of excellence through a variety of quality assurance surveys, including:

1. *Performance Surveys*—The County department and hiring managers will have the opportunity to gauge AppleOne on our performance with regard to our responsiveness on job orders, the selection of contractor personnel relevant to the assignment, and the levels of communication between the County and AppleOne.
2. *Service Reports*—Results from various quality reviews will be compiled and presented to the County, which provides statistical information regarding job orders received versus job orders filled, job order replacement ratio, and average response time. The data will be reflected in informative graphs and charts that display satisfaction and performance levels, as well as other measured parameters. These reports can be provided weekly, monthly, or for any other time span that the County may desire.
3. *Employee Assignment Satisfaction Surveys*—Measure the satisfaction level of our personnel currently working at client work locations. This tool assists our Employee Monitoring Program that will allow proactive measurement activities to minimize turnovers and the overall quality of our placements.
4. *Employee Exit Interview Surveys*—Measure and probe the reasons behind assignment separations from the employee’s perspective. This information is shared with customers to minimize the turnover and to create assignment longevity from our personnel.

Developed with the appropriate County representative(s), AppleOne’s Quality Control Program will guarantee that the County receives top-caliber service. We have included copies of the surveys at the end of this Proposal section.

On-The-Job Instruction and Supervision

On-the-job instruction and supervision incorporates the performance of periodic reviews (with a timeline to be agreed upon by the County) and weekly milestone/project level tracking through the use of phone calls, site visits, and Office Automation (OA) to track all deliverables.

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8. Advance notification that an employee of the temporary firm is approaching or at the 90-day limit imposed by Government Code 31000.4, and appropriate follow-up.
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NOTIFICATION OF 90 DAY LIMIT FOR ASSIGNMENTS

AppleOne complies with the County's requirement to provide written notice to the County's departments and the contract administrator of any AppleOne employee approaching the 90-day limit imposed by Government Code Section 31000.4. AppleOne will also provide appropriate follow-up to the County as required.

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9. The billing process for services rendered. Include any commercial discount rates and service guarantees offered the County.
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BILLING PROCESS

AppleOne will process all time sheets and paychecks, and provide the County with accurate, concise, and timely invoices. If the County requires changes to the invoicing process during the term of the contract, AppleOne will work with the appropriate County representative(s) to modify our process to ensure that we fully comply with all of the County's invoicing requirements. AppleOne's full-time staff of software professionals and billing analysts can make any necessary changes in the invoicing process within 24 hours.

AppleOne bills manually as standard practice. We also offer an advanced electronic billing system, which substantially reduces paper use and minimizes billing adjustments. If desired, AppleOne's dedicated Government Solutions Invoicing Department (GSID) can adjust invoicing procedures to meet the requirements of individual County Departments and Agencies. We will also maintain centralized quality control and produce comprehensive management reports. AppleOne has a flexible philosophy for the needs of its clients.

Overview of Electronic Billing

The AppleOne Government Solutions Invoicing Department (GSID) eliminates the need for clients to navigate a wide organization. The GSID simplifies the invoicing needs of AppleOne's clients, consolidates accounts receivable/accounts payable and collections functions, and provides a single point of contact for clients.

By streamlining the entire invoicing process, GSID becomes intimate with each client's specific invoicing and reporting requirements. This approach has dramatically increased client satisfaction and retention by reducing response times, which virtually eliminates billing adjustments. Also, this process simplifies interactions for AppleOne's end-users. To implement an automated invoicing solution, the following steps are taken:

- With the help of the client, identify the information and the format needed
- Create the electronic invoice based upon this information
- Test the file and make changes as needed
- Finish testing and make file final invoicing option.

AppleOne invests in technological advancements, especially in the utilization of digital commerce strategies, to empower our temporary staffing services. Our company currently supports EDI X12 standard 810 and 4010 format for all invoice EDI transfers. Per the request of other client companies, we have also developed methods to provide billing data in computer text files, Microsoft Excel files, and through other applications. These files are typically delivered via e-mail or through other electronic transfer methods.

Billing Accuracy

AppleOne has stringent policies and procedures for correcting over billings, making adjustments to billings, etc. Each of our branch office is responsible for capturing all client and temporary associate information into AppleOne's system. When a temporary associate completes a work week, the County supervisor for that individual approves the hours worked and the timecard is returned to the branch office. Timecards may be documented either by hard copy or online. The hours worked, the pay rate, and the bill rate are all verified by the assigned AppleOne staff, and are then entered into the computer system. This data is transmitted electronically to the AppleOne corporate headquarters for processing. Dedicated Payroll Coordinators at the Corporate Office conduct a separate audit of the information transmitted before processing can be completed. Once the data is verified for accuracy, both the weekly customer invoicing and temporary payroll is processed and prepared for distribution. The full-time payroll staff at AppleOne will quickly correct any billing errors.

Fraud Prevention

AppleOne follows standard invoicing procedures to detect, resolve, and prevent billing/invoicing fraud. AppleOne will contact the County when an electronic timecard contains suspicious information, and we will run Exception Reports to track duplicate timecards. A crucial component of preventing fraud is notification of assignment completion or termination. Once the County notifies AppleOne of a completed or terminated assignment, it is entered into the system, which renders the processing of timecards impossible. If fraud is detected, AppleOne will absorb the full cost at no charge or disruption of service to the County.

For your reference, we have included a copy of our Sample Invoice & Management Reports at the end of this Proposal section.

Web-Based Time Capture

Because all of our clients are unique, we understand that a generic solution may not be sufficient. Therefore, we offer the following value-added service that can be adapted to your staffing environment: the Web-based Time Capture system. This tool simplifies and improves time management processing and reports.

Easy to use and configured to the County's needs and requirements, Web-Based Time Capture offers an ideal solution for public sector entities that encompass a wide geographic area. The system performs four (4) critical processes: Time Capture, Time Approval, Time Processing, and Management Reporting.

- *Convenience:* Web-Based Time Capture eliminates the need for manual time collection and individual time card approval. Utilizing Internet protocols and hosted web services to automate timekeeping, Web-Based Time Capture also eliminates the need to manage application software over a network of individual client stations.
- *A Secure Solution:* Web-Based Time Capture can be accessed through the Web or over a partnered Extranet. Associates are given unique passwords and user identities that allow them to input their own hours. Supervisors receive additional system rights, including view, edit, and approval based on the County's specific requirements.

DIRECT HIRE GUARANTEE

AppleOne is pleased to offer the most comprehensive protection in the industry. Focusing on quality, we maintain our solution for up to five (5) full years.

Commitment to Client Satisfaction

With a strong commitment to building and maintaining “Client for Life” relationships, AppleOne has been focused on delivering long-term solutions for nearly four (4) decades. Most other employment services follows a transactional motivation; they to seek to get what they can from you before moving on. AppleOne is committed to ensuring your satisfaction for the tenure of our placement and beyond. The unparalleled levels of assurance that we extend with each placement exemplify this commitment.

- **30 Calendar-Day Free Replacement Or 100% Refund**
Upon termination or resignation of original candidate within the first 30 calendar days of employment, we will offer free replacement or refund 100% of paid fee.
- **Free Replacement Or 90 Calendar-Day Prorated Refund**
Upon termination or resignation of original candidate beyond 30 and up to 90 calendar days, AppleOne will offer free replacement or a prorated refund.
- **50% Discount After 90 Days And Up To One Year**
Upon termination or resignation of original candidate beyond 90 calendar days and up to one (1) year, AppleOne will refill the same position at 50% off the original full-time fee.
- **5•50 Premium 5 Year Extension**
For a slight additional fee, we will extend our standard level of Infinite Assurance to include our 5•50 Assurance. This guarantee extends our standard 50% discount from our original full-time fee from one (1) year to five (5) years.

10. Contract administration and reporting

CONTRACT ADMINISTRATION – IMPLEMENTATION PLAN

AppleOne realizes the importance of ensuring that the County receives quick responses to job order requests from the beginning of your contract with us. Ms. Jan Knight, your primary point of contact for day-to-day management, will meet with the appropriate County representative(s) to design an Implementation Plan with material that is specific to the County. If necessary, the Implementation Plan will include a Transition Plan from existing vendors that will be most efficient, ensuring no down time. Meetings will be set up in advance and outside of normal productive hours so that events scheduled for the implementation/transition period will flow smoothly without affecting current work. Elements of your Implementation Plan will include, but are not limited to the following:

- Meet with your department managers to build and update department profiles.
- Create a customized recruiting program to build a database of candidates meeting each department’s needs.
- Customize an orientation brochure (We have included a sample orientation brochure for your review at the end of this Proposal section).
- Send a letter of introduction to the non-awarded incumbent vendor(s) and existing associates (if transitioning existing associates).
- Conduct orientation meetings with existing, transitioned temporary associates (distribute AppleOne material, registration materials, benefit information, timelines, etc.)
- Meet with existing sub-vendors to determine if a continued partnership in vendor community is possible/necessary.
- Fulfill any additional service requirements as needed by the County.

AppleOne can begin staffing for the County in accordance with the new contract specifications immediately upon the signing of a contract. Our job is to listen to your needs and supply you with the proper staffing. Little is required of the County other than an open line of communication to the County decision-makers and any organization-specific information (such as cost center codes) needed for invoicing and reports.

Management Team – Reporting Structure

Please refer to the “Qualifications of Key Personnel” narrative section within page 12 of this Proposal for a listing of the proposed key personnel for this contract. This narrative section features AppleOne’s account management organizational structure and delineates the level of responsibilities and communication authority. This organizational structure ensures proper coordination of the project by providing support at every communication level as required by the County.

11. Transition of temporary service firm employment to County extra-help employment.

TRANSITION TO EXTRA-HELP EMPLOYMENT

AppleOne agrees that any transition of employment will be subject to agreement by AppleOne and the temporary employee. AppleOne also agrees that the transition will be without cost to the County or the employee.

12. Policy and costs associated with the Sick Leave Law, implemented on July 1, 2015.

SICK LEAVE LAW

AppleOne is compliant with the upcoming California Sick Leave Policy and its cost has been included within our fully burdened billing rates. Please refer to Section III – Cost of Service of this Proposal for AppleOne’s proposed billing rates.

Part III: Special Services and/or No Cost Benefits

Describe any special services and/or benefits offered to the County of Sonoma at no cost. For example: secured web based procurement, tracking, and reporting services; computer software training; recruitment and/or testing service.

MANAGEMENT REPORTS

AppleOne will supply the County with management reports at pre-determined intervals and/or upon request. We will work with the appropriate County representative(s) to ensure that the report format is compatible with the County’s standards. Should the reporting requirements change during the term of the contract, AppleOne will customize the reports to maintain compliance with the County’s standards and specifications. AppleOne already maintains a reporting system that offers a wealth of information that can be provided in any format (i.e., turnover, fill rate, average tenure, etc.).

All temporary assignments are added to your customized client profile to track and manage your staffing activity. This feature allows us to produce accounting and management reports in real-time, which aids in tracking your employment costs and monitoring temporary usage. AppleOne’s Management Information Services (MIS) department can design these reports to be presented as computer text files, Microsoft Excel files, or through other applications. These files can be delivered via hard copy or electronically.

AppleOne currently provides more than 30 standard reports designed to meet the needs of corporate and program managers. They have been developed to fit the needs of clients and client departments including Accounting, Legal, Procurement, IT, and Executive Management. Reports include parametric input

options, such as cost center and business unit numbers. All reports are available in multiple formats including CSV, Excel, and PDF format.

We have included a copy of AppleOne's Sample Invoice & Management Reports at the end of this Proposal section.

OANET

In addition to providing reports to the County, authorized company representatives may run reports directly using our "value-added" OANet system, which is designed to provide invoicing and management report functionality directly to our clients. Based upon AppleOne's internal Office Automation system, OANet's key features include:

- Access to weekly billing files and historic invoices for reference
- Availability of outstanding aging and statement
- New invoice notification – the County's provided billing point of contact will receive email that new invoices are available via provided URL
- Client-centric database for tracking and reporting
- Accessibility via Web-based portal – the authorized County personnel can log in and run reports directly
- Ability to run several report types available, including, but not limited to: Client Hours Report, Management Report, Order Activity Report, Placement Activity Log, Placement Turnover Report, Interview Report, Job Submission Report, ad hoc reports, etc. Support for several standard electronic formats, including PDF and Excel
- Customizable to meet County's specific requirements
- Relatively straightforward implementation
- The core OANet system, which includes ad hoc reporting capabilities, is available at no additional cost to our clients.

Unlike off-the-shelf "canned" software, the OANet system is custom-built for each client's specific requirements. We look forward to discussing this option with the County.

BENEFITS

As part of our overall retention efforts, AppleOne provides numerous benefits and incentives to its temporary employees. These include a 401(k) plan, comprehensive medical benefits, bonus and incentive programs, and continuing education opportunities. We have included benefits documentation at the end of this Proposal section for your reference.

ATTACHMENTS

The following is a listing of documents that were referenced within this Proposal. They have been included immediately following this page:

- Addendum #1 – referenced from page 11 of this Proposal
- Declaration of Local Business for Services – referenced from page 11
- Other Agency Procurements: – referenced from page 11
- Event Details – referenced from page 11
- Sample Orientation Brochure – referenced from page 15 and 35
- Benefits Information – referenced from page 16 and 37
- 2015 A-Check America General Pricing Sheet – referenced from page 16 and 27
- Standard Application Packet – referenced from page 20