

Standard Professional Services Agreement ("PSA")

Revision E – January 2011

AGREEMENT FOR [PROFESSIONAL] SERVICES

This agreement ("Agreement"), dated as of January 1, 2012 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Manpower Incorporated (hereinafter "Contractor").

R E C I T A L S

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

WHEREAS, in the judgment of the County of Sonoma Director of Human Resources, it is necessary and desirable to employ the services of Contractor for temporary help services from January 1, 2012 through December 31, 2014.

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 Contractor's Specified Services.

Contractor shall perform the following services within the times or by the dates provided below and pursuant to Article 7, Prosecution of Work:

Contractor 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. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor 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 Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor'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 Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor 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. Contractor 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 Contractor to perform work hereunder, Contractor 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. Contractor 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 Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the fee schedule set forth in Exhibit [B], provided, however, that total payments to Contractor shall not exceed \$3,000,000 without the prior written approval of County. Contractor 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.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2012 to December 31, 2014 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 Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor 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 Contractor 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, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.10 (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, Contractor 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 Contractor 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, Contractor 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 Contractor.

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 Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor 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 Contractor, that arise out of, pertain to, or relate to Contractor's performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor'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 Contractor's expense, subject to Contractor'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 Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, 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 Contractor'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 Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor 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 Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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 Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, 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. Contractor 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, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor 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. Contractor 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 Contractor'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, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor 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. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor 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. Contractor 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, Contractor 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 Contractor's or such other person's financial interests.

9.6 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.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Contractor 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.

9.8 AIDS Discrimination. Contractor 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.

9.9 Assignment Of Rights. Contractor 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 Contractor in connection with this Agreement. Contractor 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. Contractor'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. Contractor 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.

9.10 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 Contractor or Contractor's subcontractors, contractors, 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, Contractor 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. Contractor 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.

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

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:

Director of Human Resources
575 Administration Drive, Suite 116-B
Santa Rosa, CA 95403

TO: CONTRACTOR:

David Ohman, Branch Manager
490 Mendocino Avenue, Suite 105
Santa Rosa, CA 95401

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

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

CONTRACTOR: Manpower, Inc.

By: _____

Name: Jan Sonneman

Title: Vice President/General Manager,
West Coast Division

Date: 12/22/11

COUNTY: COUNTY OF SONOMA

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

By: _____

Department Head

Date: 1/12/12

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

Date: 1-9-12

By: _____

Director of Human Resources

Date: 1/12/12

By: NA

Chair
Board of Supervisors

Date: _____

ATTEST:

NA

Clerk of the Board of
Supervisors

SCOPE OF SERVICES
Manpower, Inc.

Contractor shall provide the following services to the County:

1. **Master Service Plan Outline:** Contractor will meet with County representatives to revise the implementation plan in place.
2. **Department Service Plans:** Contractor will make every effort to ensure Contractor's written work or service plan with each County department and/or subdivisions thereof is revised prior to January 1, 2012. The purpose of each work plan is to identify the service needs of the department and its subdivisions, any specialized orientation or services requested by the department, performance/service delivery expectations, any performance benchmark testing desired, pre-placement background checks to be conducted, referral or business protocols to be followed, contact names, emergency information, quality improvement checks or meetings, and identification of the jobs most likely ordered their duties and requisite qualifications. Each service plan shall be updated at least annually, and shall be accessible to County upon request.
3. **Recruitment:** Contractor will ensure a sufficient number of qualified persons are readily available to meet County's temporary help needs by aggressively recruiting such individuals for assignment at the County as represented on pages 14-15 of Contractor's proposal.
4. **Pre-Placement Screening and Selection Services:** Contractor shall ensure only qualified individuals are assigned to work at the County by using the screening and selection processes/methodologies stated on pages 15-21 of Contractor's proposal. Any job-related screening service specific to the department's work plan would be observed. No temporary worker assigned to work at the County shall have a felony conviction.
5. **Orientation Services:** Contractor will provide Contractor's standard orientation as stated on pages 23-24 of Contractor's proposal, and any special orientation services requested by County to each of Contractor's temporary workers prior to assignment at the County.
6. **Ordering:** Contractor will accept orders placed by phone, fax, email , and/or Web-Order entry. Regardless of the method used to place an order, Contractor will provide quick order fulfillment, as stated on pages 24-25 of Contractor's proposal, and any needed follow-up to ensure the most qualified personnel are assigned to work at the County.
7. **Confirmation Calls:** Contractor shall contact the County representative whom placed an order to confirm the order has been filled or provide a status report within the following time frame, as stated on the Contractor's proposal:
 - a. Two (2) hours of receipt of an order placed with less than 24-hours notice of the desired arrival time.
 - b. The same business day for an order placed with 2-3 days advance notice of the desired start time.
 - c. Daily or a preset date mutually agreed upon for an order placed with more than 2-3 days advance notice of the desired start time.

Contractor will perform a First Day Call to the Supervisor on each associate's first day on the job, as indicated on page 25 of the Contractor's proposal, to confirm safe arrival. Contractor will make performance follow-up calls once a week for the first month and once a month thereafter for long-term assignments. Contractor will address performance issues.

8. **Service Guarantee:** In the event that a temporary staffing employee does not initially meet performance standards, the Contractor agrees to the Service Guarantee which relieves the County of obligation to pay for the first eight hours worked by the assigned employees, as stated on page 25 of the Contractor's proposal.
9. **Account Assessment Services:** County will have the opportunity to meet with Contractor representatives upon request. Contractor will request from County representatives and share with County feedback regarding Contractor's service delivery and Contractor's temporary worker performance appraisals. Contractor advocates for quarterly business review meetings and will meet with department and/or senior county management representatives to give program updates, share customer satisfaction statistics, set goals for the upcoming quarter, and solve recurring issues.
10. **Temporary Staff Supervision, Evaluation and Follow-Up Services:** Contractor will utilize the Quality Performance Program (QPP) as stated in pages 26-27 of the Contractor's proposal to manage and monitor quality throughout the organization. County agrees to supervise and control the work, premises, processes, and systems to be performed by Contractor's assigned employees, and to review, and approve the corresponding work product. In addition, the County will control the development, quality and implementation of the work product.
11. **90-Day Limit Notification:** Contractor shall notify the designated County representatives of any employee of Contractor on assignment at the County who is approaching the 90-day limit imposed by Government Code 31000.4. Contractor shall notify the associate's supervisor, and County HR, in the manner stated on pages 27-28 of Contractor's proposal.
12. **Billing/Invoices:** Contractor will provide accurate and timely weekly billings for Contractor's services in the manner represented on pages 28-29 of Contractor's proposal. Contractor will provide electronic invoicing to County representatives who prefer electronic invoicing. The County agrees to payment terms of Net 45.
13. **Reporting Services:** Contractor will provide County with the customized reporting services stated on pages 29-33 of Contractor's proposal.
14. **Transition of Services:** Contractor agrees to allow any associate assigned to work at the County to transition employment from Contractor to County extra-help at any time within the 90-day period without cost to County or Contractor's temporary worker.
15. **Background Checks:** Contractor will charge County only the cost of background check services charged Contractor by the consumer-reporting agency used to conduct the background investigation, as stated in Attachment B of the Contractor's proposal. Contractor shall notify County of any change in the consumer reporting agency used and/or pricing in advance of orders being placed and invoices submitted for payment.

16. **Cost Discount:** Contractor will provide the same cost discounts to any new job classification added to the Agreement as that provided to other jobs in the same job category in Contractor's October 12, 2011 proposal.

17. **Value-Added Services at no additional cost to the County, as stated in Contractor's proposal dated October 12, 2011.**

18. **Typing Certification**—County applicants and employees can earn typing certification through Contractor's typing test. The test is administered for no charge to the applicant or employee.

19. **Customized Reporting and Invoicing**—Contractor will provide County with billing and reporting options to capture data on temporary staffing usage as stated on page 34 of Contractor's proposal.

20. **Direct Time**—Contractor's "Direct Time" time capturing tool will be available to the County to track and report the hours and days of Contractor's associates work. Contractor's representatives will provide assistance with the system as needed.

21. **Direct Time Reporting Access**- Contractor will provide access to County managers, Human Resources, or payroll staff upon request, as stated on page 34 of Contractor's proposal.

22. **Electronic Invoicing and Payments**—Contractor will provide the ability to invoice the County through post-marked mail service or electronically, as stated on page 34 of Contractor's proposal.

23. **Safety Training**—Contractor will ensure associates are well informed about safety so they are prepared to follow the County's work practices and safety rules, as stated on page 34 of contractor's proposal.

24. **Customized Orientation**—Contractor will provide a customized orientation to associates designated for County assignments, as stated on page 35 of Contractor's proposal.

25. **Training Services** – Contractor will provide training services to the County, as stated on page 35 of Contractor's proposal.

26. **Assessment Services**—Contractor will provide computer-based assessment services to the County, as stated on page 35 of Contractor's proposal.

27. **Behavioral Interviewing Services**—Contractor will provide behavioral interviewing services as stated on page 35 of Contractor's proposal.

28. **Recruitment/Retention Programs**—Contractor will utilize recruitment and retention programs as stated on page 35 of Contractor's proposal.

29. **Test Profiling and Benchmarking**—Contractor will utilize validated tests to provided Test Profiling, and Benchmarking, as stated on page 35 of Contractor's proposal.

30. **Account Management**—Contractor will provide a customized variety of workforce solutions for the County, as stated on page 35 of Contractor’s proposal.
31. **Implementation & Transition Expertise**—Contractor will provide a team of dedicated project management specialists to work directly with the County, as indicated on page 35 of Contractor’s proposal.
32. **Predictable Performance System Plus** —Contractor will utilize the Predictable Performance System Plus, as stated on page 35 of Contractor’s proposal.
33. **Minority- and Women-Owned Business Connections**—Contractor will utilize partnerships with minority and women-owned businesses as stated on page 35 of contractor’s proposal.
34. **Transaction Process Management**—Contractor will utilize web-based tools as stated on page 35 of Contractor’s proposal.

Temporary Staffing Bill Rates
Manpower, Inc.

Exhibit B

Job Class	Bill Rates		
	2012	2013	2014
Account Clerk I	\$ 16.90	\$ 16.90	\$ 16.90
Account Clerk II	\$ 19.01	\$ 19.01	\$ 19.01
Account Clerk III	\$ 20.42	\$ 20.42	\$ 20.42
Accountant I	\$ 27.65	\$ 27.65	\$ 27.65
Administrative Aide	\$ 21.82	\$ 21.82	\$ 21.82
Administrative Aide-Bilingual	\$ 22.89	\$ 22.89	\$ 22.89
Agricultural Assistant	\$ 18.30	\$ 18.30	\$ 18.30
Case Management Specialist	\$ 24.82	\$ 24.82	\$ 24.82
Clerical Helper	\$ 13.38	\$ 13.38	\$ 13.38
Cook	\$ 20.29	\$ 20.29	\$ 20.29
Data Entry Operator II	\$ 17.60	\$ 17.60	\$ 17.60
Department Analyst	\$ 32.62	\$ 32.62	\$ 32.62
Executive Secretary	\$ 23.58	\$ 23.58	\$ 23.58
Health Information Specialist	\$ 27.46	\$ 27.46	\$ 27.46
Information Technology Analyst II	\$ 42.98	\$ 42.98	\$ 42.98
Legal Processor I	\$ 16.90	\$ 16.90	\$ 16.90
Legal Processor II	\$ 19.01	\$ 19.01	\$ 19.01
Mail Clerk	\$ 15.63	\$ 15.63	\$ 15.63
Maintenance Worker I	\$ 18.36	\$ 18.36	\$ 18.36
Materials Handler	\$ 19.87	\$ 19.87	\$ 19.87
Medical Transcriber	\$ 22.53	\$ 22.53	\$ 22.53
Office Assistant I	\$ 14.78	\$ 14.78	\$ 14.78
Office Assistant II	\$ 16.19	\$ 16.19	\$ 16.19
Office Assistant II-Bilingual	\$ 17.25	\$ 17.25	\$ 17.25
Receptionist	\$ 17.25	\$ 17.25	\$ 17.25
Secretary	\$ 20.42	\$ 20.42	\$ 20.42
Senior Office Assistant	\$ 18.30	\$ 18.30	\$ 18.30
Senior Office Assistant-Bilingual	\$ 19.36	\$ 19.36	\$ 19.36
Storekeeper (Warehouse)	\$ 21.53	\$ 21.53	\$ 21.53
Sr. Storekeeper (Warehouse)	\$ 24.84	\$ 24.84	\$ 24.84
Telephone Operator	\$ 16.90	\$ 16.90	\$ 16.90
Systems Support Technician	\$ 30.00	\$ 30.00	\$ 30.00
Senior Systems Support Technician	\$ 35.00	\$ 35.00	\$ 35.00
Communications Technician I/II	\$ 32.00	\$ 32.00	\$ 32.00
Geographical Information Systems Technician I/II	\$ 52.50	\$ 52.50	\$ 52.50
Programmer Analyst	\$ 59.00	\$ 59.00	\$ 59.00
Senior Programmer Analyst	\$ 67.00	\$ 67.00	\$ 67.00
Network Analyst	\$ 48.00	\$ 48.00	\$ 48.00
Senior Network Analyst	\$ 57.00	\$ 57.00	\$ 57.00
Systems Software Analyst	\$ 60.00	\$ 60.00	\$ 60.00
Information Systems Project Manager	\$ 70.00	\$ 70.00	\$ 70.00
Department Information Technician I/II	\$ 35.00	\$ 35.00	\$ 35.00
Department Information Systems Specialist I/II	\$ 45.00	\$ 45.00	\$ 45.00

Statutory Cost Increase

If Manpower is required to increase wage and/or payroll burden costs at any time during the term of this Agreement as the direct result of any determination, order or action by any applicable federal, state or local governmental authority, Sonoma County will reimburse Manpower at cost for any such increase. In addition, Sonoma County agrees to notify Manpower immediately whenever any Assigned Employee performs work pursuant to a government contract covered by the Service Contract Act of 1965 and to pay Manpower the price differential associated with any wage determinations under such government contract.

Background Verification Rates

<u>Standard</u>		
All checks listed include felony and misdemeanor records - regardless of whether or not they are separately held in more than one facility. All searches listed below are priced as per name and per jurisdiction (i.e. count, state, district). Out of pocket/pass thru fees may apply.		
County Criminal Conviction Records (each county) + county pass-thru fees in ME, NH, NY & VT		\$5.50
<i>This is the standard check utilized and will be performed on any associates referred to the County</i>		
Other Standard Checks commonly utilized when pertinent to the job		
Credit Report		\$3.00
Motor Vehicle Records (DMV)		\$1.50
*additional state out-of-pocket fees apply.		
<i>Other options not commonly used but available upon request:</i>		
<u>Other Criminal checks</u>		
Statewide Repository (each state) for out of pocket costs and turn around		\$4.75
Federal District Courthouse (each district)		\$3.00
Sexual Offender Search		\$0.50
10-year County Criminal Convictions Records (each county) + county pass-thru fees in ME, NH, NY & VT		\$6.25
10-year 2 County Criminal Convictions + county pass-thru fees in ME, NH, NY & VT		\$12.00
<u>Verifications</u>		
TU SSN (Name and Address History Search)		\$1.00
Social Security Number Validation		\$0.25
Education Verification		\$6.25
Employment Verification - pricing is per employer verified (Pass Thru fees ranging from \$10 - 22 may also apply.)		\$6.25
Professional Credential Verification		\$6.50
<u>Government Searches</u>		
OFAC Search		\$0.50

Military Service – DD214			\$5.50/\$15.00
NCIC or FBI Search			\$38.00
NOTE: This fee does not include FBI fee. Fingerprint disposition \$15.00. Management of fingerprint results \$3.00 per applicant			
Fraud Abuse Control Information System (FACIS) Level 3			\$6.00
FDA Debarment			\$7.00
FINRA Broker Check (formerly NASD)			\$4.50
FinCEN			\$4.00
SEC			\$7.00
<u>Healthcare related Searches</u>			
Office of Inspector General (OIG)			\$0.50
General Services Administration (GSA)			\$0.50
American Medical Association (AMA) Physician Profile Service			\$39.00
FSMB Search			\$12.00
American Board of Medical Specialties (ABMS) List			\$18.00
FSMB Search			\$7.00
NPDB & HIPDB Searches			\$7.00
PHS/HHS Search			\$7.00
HEVN Search			\$18.50 (basic) \$25.00 (with payroll info)
DEA List of Division Control Criminal Cases and Administrative Action Against Doctors			\$7.00
TRICARE Fraud and Abuse List			\$7.00
<u>OTHER</u>			
International Background Checks -			Variable
NRMA			\$1.00

Exhibit C

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, 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.

1. Workers Compensation and Employers Liability Insurance

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

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any 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 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.
- c. Contractor shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention.
- d. County of Sonoma, Sonoma County Water Agency, Sonoma County Agricultural Preservation and Open Space District, Sonoma County Fair and Exposition, Inc., Sonoma County Community Development Commission, Sonoma County Community Redevelopment Agency, Sonoma County Economic Development Board, Sonoma County Housing Authority, their offices, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this agreement.
- e. The insurance provided to County, et al. additional insureds shall apply on a primary and non-contributory basis with respect to 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 County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Coverage shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage:
 - i. Certificate of Insurance.

4. Professional Liability Insurance

- a. Minimum Limit: \$1,000,000.
- b. Contractor shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention.
- 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 Coverage:
 - i. Certificate of Insurance.

5. Standards for Insurance Companies

Insurers 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: Temporary Staffing Services Agreement.
- b. All required Evidence of Coverage shall be submitted prior to the execution of

this Agreement. Contractor agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Human Resources Department, 575 Administration Drive, Suite 116B, Santa Rosa, CA 95403.
- d. Required Evidence of Coverage 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. Contractor 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

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

8. Material Breach

If Contractor fails to maintain insurance coverage 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 Contractor resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.