AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC., DBA APPLEONE EMPLOYMENT SERVICES, INC.

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County;" and Howroyd-Wright Employment Agency, Inc., dba AppleOne Employment Services, Inc.; hereinafter called "Contractor."

* *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent Contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing temporary staffing solutions to the County on an as needed basis for the term of December 8, 2015 through December 7, 2018 in an amount not to exceed \$300,000.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Description of Services Exhibit B—Payments and Rates Exhibit C--Quality Assurance Attachment H—HIPAA Business Associate Requirements Attachment I – General Cost Catalog

2. <u>Services to be performed by Contractor</u>

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Contractor may request an increase in rates and fees if San Mateo County imposes additional taxes or minimum wage increases. Such increase in rates and taxes is subject to agreement by both the County and Contractor and must be approved in writing by the County. In no event shall County's total fiscal obligation under this Agreement exceed **three hundred thousand dollars**, (\$300,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. <u>Term</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 15, 2015 through December 14, 2018.

5. <u>Termination; Availability of Funds</u>

This Agreement may be terminated by Contractor or by the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. <u>Contract Materials</u>

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. <u>Relationship of Parties</u>

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or any allegation or determination that any of Contractor's consultants are entitled to compensation, benefits, other remuneration, or rights from the County as a result of the services provided to the County in accordance with this Agreement (including without limitation, any allegation or

determination that the County is an employer or joint employer of any of Contractor's consultants), or any loss suffered by County pursuant to Contractor's provision of a negligently and/or inappropriately screened consultant, including Contractor's failure to conduct appropriate background checks or report background check information to the County; or

(D) any other loss or cost, arising out of Contractor's negligent act or omission or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor to investigate any third party claims related to intellectual property indemnification, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure obtain the necessary license/permit will result in forfeit of any right to compensation to the extent that this causes the County quantifiable harm under this Agreement.

10. <u>Insurance</u>

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

□ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

□ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. <u>Compliance With Laws</u>

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

b. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

c. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- □ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- □ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- □ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

d. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

e. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☑ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- □ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

f. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description, or race-based discrimination.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years; and/or
- iii. imposition of other appropriate contractual and civil remedies.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. <u>Compliance with County Employee Jury Service Ordinance</u>

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any

such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. <u>Controlling Law; Venue</u>

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. <u>Notices</u>

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for

overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Katy Roberts, HR Manager
Address:	1 Davis Drive
	Belmont, CA 94002
Telephone:	(650) 802 -7571
Facsimile:	(650) 631-5663
Email:	<u>kroberts@smcgov.org</u>

In the case of Contractor, to:

Name/Title:	Linda Madigan, Vice President, Operations & Government Solutions
Address:	16371 Beach Blvd., Suite 240
	Huntington Beach, CA 92647
Telephone:	(866) 493-8343
Facsimile:	(714) 596-7798
Email:	Imadigan@appeone.com

18. <u>Electronic Signature</u>

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: \square If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

Ву:_____

President, Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_____

Clerk of Said Board

Howroyd-Wright Employment Agency, Inc

Sende Kindse.

Linda Lindsey - Vice President of Finance Contractor's Signature

Date: 11-6-15

(April 1, 2015 CCC issued contract template version)

Exhibit A Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services Description of Services

In consideration of payments set forth in Exhibit B, Contractor shall provide the following services:

The Contractor shall fulfill the County's staffing needs by providing temporary/contingency staffing as requested on an as need basis. Contractor will provide all types of staffing services with the primary focus on financial and administrative support positions. For references provided in this Agreement County staff shall be referred to as "County employees" and Contractor's staff shall be referred to as "temporary staff" and "candidates."

I. AppleOne Contact for Staffing Requests, Information and Services: The primary contacts for the County for AppleOne to request services are:

Julie DaRocha, Project Manager AppleOne Employment Services Pleasanton, CA 94588 Email: <u>idarocha@appleone.com</u> Phone: (925) 398-0000 Fax: (925) 398-0014 Cell: (925) 963-2756 Michele Henderson, Assistant Project Manager AppleOne Employment Services Pleasanton, CA 94588 Email: <u>mhenderson@appleone.com</u> Phone: (925) 398-000 Fax: (925) 398-0014

II. Contacts for County Requisitions:

For the purpose of meeting County HR policies and requirements, requests for staffing under this agreement may on be authorized by the following County representatives:

Katy Roberts, HR Manager	Deborah Patten, Contract Administrator
County of San Mateo	County of San Mateo
Human Services Agency	Human Services Agency
1 Davis Drive	1 Davis Drive
Belmont, CA 94002	Belmont, CA 94002
Email: <u>kroberts@smcgov.org</u>	Email: <u>dpatten@smcgov.org</u>
Phone: (650) 802-7571	Phone: (650) 802-5185
Fax: (650) 631-5663	Fax: (650) 631-5663

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If Contractor receives requests from County employees other than the representatives shown in this section, such County employee should be referred by the Contractor to the Human Services Agency's HR Manager.

III. Contractor Services:

In fulfilling staffing solutions for the County, the Contractor shall:

- A. Ensure compliance with all state, federal and local laws or rules applicable to the performance of the work required under the agreement.
- B. Comply with all terms and conditions of this agreement in providing staffing solutions to the County.
- C. Protect the County from co-employment claims by keeping all temporary staff data and records completely separate from the County's systems and records.
- D. Conduct reference checks of the staffing that are referred to the County for staff fulfillment in regards to qualifications and work history.
- E. Provide background checks, fingerprinting and other verifications requested by the County.
- F. Provide specialized knowledge testing as requested by the County.
- G. Provide temporary staff training and orientation as outlined in section V.
- H. Provide time tracking and employment reporting for temporary staff that is working for the County under this agreement as requested by the County.
- I. To the extent that the provider should obtain or receive the County's protected health information on the Contractor's premises or systems, the provider shall comply with the applicable requirements set forth in the health Insurance Portability and Accountability Act of 1996 (HIPAA) and all applicable Federal regulations promulgated thereunder.

IV. Staffing Fulfillment Process:

The Contractor and the County will use the following steps to fulfill staffing requests:

- A job order will be submitted by the County to Contractor's Project Manager via phone, fax or the intranet. A job order will only be accepted if submitted by the County's Human Services Agency HR Manager or Contract Administrator. Any other referral by the County should be referred to the Human Services Agency's HR Manager. The HR Manager's contact information can be found in Section II of this Exhibit.
- 2. Contractor will accept the order and enter it into its internal office automation database. Contractor will respond to request within 30 minutes that they received the request and give a status update. Further information may be requested by the Contractor from the County during this time in order to fulfill the request.
- 3. The Pleasanton account management team will utilize Contractor's web-based accounting management and monitoring system, to send out the job order to all of the Contractor's supporting offices within the region in order to identify the best candidates (if new recruits are required).

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- 4. Once a qualified candidate(s) is identified, Contractor shall complete a customized evaluation process as requested by the County. This may include criminal and drug screening, knowledge testing, as well as an in-depth review of job requirements and expectations. If the candidate(s) meets all requirements and is interested in the position, Contractor shall move to the next step. If not, the previous step is repeated until a qualified candidate match is made.
- 5. The County may request that a small pool of candidates (3-4) be presented for interview. The candidate(s) will then be interviewed by the hiring manager at the County. If approved, the candidate chosen will be confirmed for a start date. Also in accordance with the State of California Assembly Bill 469 Wage Theft Protection Act, Contractor will notify the temporary staff in writing with information specific to his or her assignment if the position is accepted.
- 6. Prior to start date, Contractor will provide the candidate with a full orientation on the job and the County environment, as well as information on how to complete their timecard or assign them a badge/password for Contractor's Web Time Capture software, if the County decides to use this option.
- 7. 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, County expectations.

V. Candidate Orientation and Training:

As required, the Contractor will inform all perspective candidates of requirements and obligations if selected to work at the County. Once a candidate is identified for placement with the County, the Contractor's Project Manager will assist in helping the candidate acclimate to the County working environment by conducting a thorough department-specific orientation and can 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 staff prior to assignment. This orientation brochure will cover at minimum the following subjects:

- Dress code
- Working hours
- Parking
- Phone number

- Direction
- Supervisor name
- Dates of work
- Time card preparation

The Contractor shall also include any other information which the County determines to be important as part of this orientation brochure. In addition to this orientation brochure the County shall notify the candidate of the following:

The County shall conduct additional or more recent reference inquiries of previous employers or verify such information that the County deems appropriate to be able to fill its position. Such verifications and checks may include drug screens, medical exams, criminal background checks, fingerprinting, or any verification processes required for the position being screened for, including completion of confidentiality agreements between the staff fulfilling the position and the County.

- A. Temporary staff will only be authorized to perform work within the scope of their assignment.
- B. In regards to accounting positions, temporary staff is not authorized to render an opinion on behalf of the Contractor or County in regards to financial statements, or sign the name of the Contractor on any document including Contractor's staff's own name inclusive of financial statements or tax returns. The County is responsible for implementing and maintaining usual customary and appropriate internal account procedures and controls; internal controls; other appropriate procedures and controls including: including: information technology, proprietary information, and creative design and trade secret safeguards.
- C. Temporary staff shall not be permitted to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables.
- D. Shall be provided safe working conditions and not authorized to operate machinery or equipment outside of typical office machines (i.e., copiers, printers, paper shredders, etc.)
- E. Time reporting sheets shall be submitted to the temporary staff's assigned supervisor for sign off on a weekly basis.

VI. Problem Resolution and Service Time Frame

Service issues and requests should be documented by the County and immediately reported to the Contractor's Project Manager. The Contractor will follow-up with the County and provide a specific time-frame in which the County can expect action, as well as provide periodic status reports while working to resolve the issue.

If a correction requires immediate replacement of temporary staff, the Contractor shall respond within (2) hours to provide the County with a solution.

Upon issue resolution, the Contractor will schedule a follow-up with the County to review the incident, confirm satisfaction and discover ways in which the process might be improved for the future.

Exhibit B Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services Payments and Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. Cost Breakdown.

The County shall pay the Contractor based on the pricing structure below that includes overhead, G&A costs, statutory taxes, general liability, workers' compensation, employee compensation, and training, recruitment, and agency profits.

Cost Breakdown					
Component of Billable Rate	% of Total Billable Rate				
Salaries/Wages	68.04%				
Management	5.00%				
Recruiting	1.62%				
Sales	2.04%				
General Administrative	3.50%				
Profit	3.00%				
Other	0.00%				
Billable Rate Before Taxes	83.2%				
Statutory Taxes	16.8%				
Total Billable Rate After Taxes	s 100%				

Above ratios are subject to change based upon fluctuations in required expenses.

2. Overtime

Legally required overtime (federal law requires in excess of 40 hours a week, state law varies) will be billed at one and one-half $(1 \frac{1}{2})$ times the normal billing rate.

3. Conversion Fees

The County may convert, at no charge, any of the Contractor's temporary staff to a fulltime County employment providing that the temporary staff has been on assignment for 520 hours. Should the County wish to hire the temporary staff before that time, the following rates apply:

Temporary to Hire Conversion Schedule Hours on Assignment Early Conversion Fee					
161-320	12.5% of annual salary				
321-520	10% of annual salary				
520+	No Charge				

Contractor agrees that County shall only pay conversion fees for temporary staff hired into full time County employment by referral of the County's hiring manager, HR Manager or temporary staff's direct supervisor. County will not be responsible for referral of temporary staff to County employment opportunities by its other employees or temporary staff applying on their own for employment opportunities in the County.

4. Classification Rates

Classification rates are listed in the General Cost Catalog shown in Attachment I. The County shall not be limited to the classifications listed in attachment I and may request other classifications as needed. Rates for unlisted classifications shall be determined at the time of request by the County and agreed upon by both parties.

5. Affordable Care Act Rate (ACA)

The Contractor will bill the ACA rate at fifty-four cents (.54) per hour for each position fulfilled. This rate will be detailed as a separate line-item on invoices submitted to the County.

6. Invoicing & Payments

The Contractor shall submit itemized weekly invoices for actual costs incurred based on the rates shown in Attachment I and as described in Exhibit B section4, the cost breakdown shown in Exhibit B section 1, and based off the weekly time reporting form approved by the County for specific positions requested by the County and fulfilled by the Contractor.

County shall pay Contractor upon receipt and approval of invoices. In no event shall services, rates, fees and taxes under this contract exceed \$300,000 for the term of the agreement unless approved by the County and amended in writing.

Exhibit C Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services Quality Assurance

The Contractor will monitor the quality of services described in Exhibit A as follows:

- 1. Weekly quality checks of performance for their temporary staff using their Triple Check System.
- 2. Monthly meetings with the County or as agreed upon with the County to address performance objectives and compliance.
- 3. Monthly/Bi-Weekly reviews and reports covering the following topics:
 - a) Task order and team management
 - b) Required deliverables
 - c) Task order schedule and cost control
 - d) Employee security compliance requirements]Contractor identification and inprocessing procedures
 - e) Training and certification requirements
 - f) Staffing and retention issues

These reviews will incorporate findings from Contractor's contact with Temporary Staff and the County, as well as regular Quality Assurance Surveys. Any complaint or deficiency will be immediately reviewed by the Contractor's Project Manager who is empowered to take corrective action.

Triple Check System

The Contractor shall monitor the quality of services and performance of temporary staff through its Triple Check System. The System will provide the following:

The Contractor's Project Manager or other authorized team member will make an arrival time telephone call to the County's hiring manager or supervisor who placed the request within thirty (30) minutes of the schedule arrival of the temporary staff. The Contractor's Project Manager will then make a quality control call to the County on the first day of each new assignment and then weekly to make sure temporary staff is performing up to County expectations.

After the assignment has been completed, the Contractor will check to evaluate the overall quality of the temporary staff's performance and productivity, including the distribution of a performance evaluation form to the County.

Through its Triple Check System, the Contractor will monitor the following:

- 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

Quality Assurance Surveys

The Contractor shall also monitor quality through the following surveys and reports:

- Performance Surveys Completed by the County.
- Service Reports –As requested by the County.
- Employee Assignment Satisfaction Surveys Completed by temporary staff.
- Employee Exit Interview Surveys Conducted by the Contractor to examine reasons for behind assignment separation from the temporary staff's perspective.

Attachment H Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. *Covered Entity.* "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules**. "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. *Designated Record Set*. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. *Electronic Protected Health Information*. "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. *Protected Health Information*. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- j. *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

- k. **Breach**. The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
 - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 - 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 - 4. The extent to which the risk has been mitigated.
- Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. *Security Incident*. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received

Template version – May 4, 2015

by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- I. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.

q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSABLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

MISCELLANEOUS

- a. **Regulatory References**. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival**. The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation**. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities**. County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I GENERAL COST CATALOG

	Pay Rat	te Range	Bill Rate Range		
	Low	High	Low	High	
Finance	\$17.00	\$50.00	\$25.50	\$80.00	
Accounting	\$17.00	\$45.00	\$25.50	\$72.00	
Administrative/Clerical	\$16.00	\$35.00	\$24.00	\$56.00	

The pricing provided herein reflects job categories which can include several job titles and position /experience levels. This schedule was developed to provide the County with the greatest flexibility and ease of cost management.

The County shall not be limited to these classifications and may request other classifications as needed. The cost range for other types of classification will be determined at the time of request by the County and agreed up by both parties.

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CERTIFICATE HOLDER	CANCELLATION
County of San Mateo Information Services Deptartment 455 County Center, 3rd Floor	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Redwood City, CA 94063	AUTHORIZED REPRESENTATIVE
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