

**FOURTH AMENDMENT TO AGREEMENT**  
**BETWEEN THE COUNTY OF SAN MATEO AND HOWROYD-WRIGHT**  
**EMPLOYMENT AGENCY, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Howroyd-Wright Employment Agency, Inc., dba AppleOne Employment Services hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on December 15, 2015, the County entered into an Agreement with Contractor for the term of December 15, 2015 through December 14, 2018 for a total obligation amount not to exceed \$300,000 for the purpose of providing temporary staffing solutions; and

WHEREAS, on October 18, 2016, the parties amended the Agreement to increase the funding by \$300,000 for a new total obligation amount of \$600,000 to cover the cost to provide temporary staffing with specialized skills necessary to complete critical IT projects; and

WHEREAS, on December 4, 2018, the parties amended the Agreement to increase the funding by \$250,000 for a new obligation amount of \$850,000 and extended the term by two years for a new term of December 15, 2015 to December 14, 2020, to continue providing temporary staffing; and

WHEREAS, on January 9, 2019 the parties amended the Agreement to include Security and Confidentiality language, with no change to term and the total obligation amount remaining \$850,000; and

WHEREAS, the parties now wish to further amend the Agreement to add another \$185,000 in funding for a new total obligation amount of \$1,035,000, with no change to the term, to cover the cost to continue providing staffing solutions to HSA on an as needed basis through the end of the term.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3 Payments, of the Agreement is amended to read as follows:

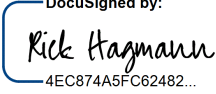
“In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Contractor may request an increase in rates and fees in San Mateo County imposes additional taxes or minimum wage increase. 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 **ONE MILLION THIRTY-FIVE THOUSAND DOLLARS, (\$1,035,000)**. 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.”

2. Section 17, Notices, of the Agreement is amended as follows. In the “Name/Title” provided for the County “Dawn Sparks, HR Manager” is hereby deleted and replaced with “Danette Betancourt, HR Manager.” In the “Email” provision, “DSparks@smcgov.org” is hereby deleted and replaced with “DBetancourt@smcgov.org.”

**All other terms and conditions of the Agreement dated December 15, 2015, as amended, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC.

|   |                          |                                |
|---|--------------------------|--------------------------------|
| <br>4EC874A5FC62482... | 3/19/2020   12:47 PM PDT | Rick Hagmann                   |
| Contractor Signature  | Date                     | Contractor Name (please print) |

---

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## Certificate Of Completion

|   |                             |
|---|-----------------------------|
| Envelope Id: 53CA393D4ECF4A20BEADC71A7304FFF3                             | Status: Completed           |
| Subject: 4th Amendment to the Agreement with HSA for Contingency Staffing |                             |
| Source Envelope:  |                             |
| Document Pages: 3   | Signatures: 1               |
| Certificate Pages: 5  | Initials: 0                 |
| AutoNav: Enabled  | Envelope Originator:        |
| Enveloped Stamping: Enabled   | Kat Chan                    |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                         | 400 County Ctr              |
|   | Redwood City, CA 94063-1662 |
|   | kchan@smcgov.org            |
|   | IP Address: 38.127.225.96   |

## Record Tracking

|                      |                  |                    |
|----------------------|------------------|--------------------|
| Status: Original     | Holder: Kat Chan | Location: DocuSign |
| 3/19/2020 8:37:16 AM | kchan@smcgov.org |                    |

## Signer Events

Rick Hagmann  
rhagmann@ain1.com  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
*Rick Hagmann*  
4EC874A5FC62482...

Signature Adoption: Pre-selected Style  
Using IP Address: 104.0.220.143

## Timestamp

Sent: 3/19/2020 10:43:57 AM  
Viewed: 3/19/2020 12:47:03 PM  
Signed: 3/19/2020 12:47:13 PM

### Electronic Record and Signature Disclosure:

Accepted: 3/19/2020 12:47:03 PM  
ID: 2fc8f0ac-0503-475f-954e-d59953fa3d80

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Rick H. Hagmann  
govservices@appleone.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 3/19/2020 10:43:58 AM  
Viewed: 3/19/2020 10:44:03 AM

### Electronic Record and Signature Disclosure:

Accepted: 3/19/2020 8:40:24 AM  
ID: 68438f00-0b67-4773-aada-a4d2d4cdd514

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

|                     |                  |                       |
|---------------------|------------------|-----------------------|
| Envelope Sent       | Hashed/Encrypted | 3/19/2020 10:43:58 AM |
| Certified Delivered | Security Checked | 3/19/2020 12:47:03 PM |
| Signing Complete    | Security Checked | 3/19/2020 12:47:13 PM |
| Completed           | Security Checked | 3/19/2020 12:47:13 PM |

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carasoft OBO County of San Mateo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carasoft OBO County of San Mateo:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

**To advise Carasoft OBO County of San Mateo of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Carasoft OBO County of San Mateo**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carasoft OBO County of San Mateo**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

|                            |  |
|----------------------------|--|
| Operating Systems:         | Windows2000? or WindowsXP?   |
| Browsers (for SENDERS):    | Internet Explorer 6.0? or above  |
| Browsers (for SIGNERS):    | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)   |
| Email:                     | Access to a valid email account  |
| Screen Resolution:         | 800 x 600 minimum  |
| Enabled Security Settings: | <ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul> |

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.