



**SUBORDINATE CONTRACT
MA-063-12010636
WITH
SOS STAFFING SERVICES INC. DBA DEVON & DEVON
FOR
TEMPORARY HELP SERVICES**

This Subordinate Contract **MA-063-12010636** (hereinafter referred to as "Contract") is made and entered into upon execution of all necessary signatures between SOS Staffing Services Inc. DBA Devon & Devon, having a place of business at 1601 Dove St. Newport Beach, CA 92660; (hereinafter referred to as "Contractor"), and the County of Orange, Social Services Agency a political subdivision of the State of California, with a place of business at 1505 E. Warner Ave., Santa Ana, CA 92705 (hereinafter referred to as "County") which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachment, which is incorporated by reference into this Contract:

Attachment A – Regional Cooperative Agreement (RCA) MA-017-11011478

RECITALS

WHEREAS, the County of Orange, County Procurement Office (CPO) has issued Regional Cooperative Agreement MA-017-11011478 (hereinafter referred to as "RCA") on file with County of Orange, CPO, effective February 1, 2011 through January 31, 2014, for temporary help services (hereinafter referred to as "Services") in accordance with the terms and conditions of the RCA between SOS Staffing Services Inc. DBA Devon & Devon; and

WHEREAS, County desires to enter into a Contract for the Services per the RCA; and

WHEREAS all terms and conditions, amendments/modifications of the RCA are incorporated herein by this reference into this Contract; and

WHEREAS, Contractor is willing to provide the Services specified in the Scope of this Contract as listed in below.

NOW, THEREFORE, the parties mutually agree:

ARTICLES

1. **Scope of Contract:** This Contract specifies the terms and conditions, per the RCA incorporated herein, by which County will procure the Services as specified in the RCA MA-017-11011478.
2. **Term of Contract :** This Contract shall commence on February 1, 2012 and continue through and including January 31, 2013, unless otherwise terminated by the County. This Contract may not be renewed. The County does not have to give a reason if it elects not to renew this Contract.
3. **Compensation & Payment:** Contractor agrees to provide the Services at the fixed rates specified and set forth in this Contract and in accordance with the terms and conditions specified in the RCA. The total cost of this Contract shall not exceed \$1,198,100.00; provided, however, that in the event County desires to procure Services in excess of the stated amount, the parties shall enter into an amendment to this Contract for such additional expenditure. County is obligated to pay for the services it receives under this Contract.



**SUBORDINATE CONTRACT
MA-063-12010636**

Invoicing: Invoices are to be submitted to:
SSA/Procurement Services
Attn: Payment Processing Desk (MA)
1505 E. Warner Ave.
Santa Ana, CA 92705

Payment will be net 30 days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.

An acceptable invoice format shall minimally include:

- A. Contractor's name and address;
- B. Invoice number and date;
- C. Name of County agency/department ordering services/goods;
- D. Description of services/goods and date ordered;
- E. Contract MA-063-12010636;
- F. Total Invoice Amount;
- G. Contractor's federal taxpayer's ID number and
- H. Contractor's remittance address (if different from line A)

- Signature Page follows -



**SUBORDINATE CONTRACT
MA-063-12010636**

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

SOS STAFFING SERVICES INC. DBA DEVON & DEVON*

By	<u><i>JoAnn W. Wagner</i></u>	By	<u><i>Kevin Hardy</i></u>
Print		Print	
Name	<u>JoAnn W. Wagner</u>	Name	<u>Kevin Hardy</u>
Title	<u>Chairman of the Board, President & CEO</u>	Title	<u>Chief Financial Officer</u>
	<u>Corporate Officer</u>		<u>Corporate Officer</u>
Date	<u>10/19/11</u>	Date	<u>10/19/11</u>

*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE

a political subdivision of the State of California

By	<u><i>Evelyn Yambao</i></u>	Date	<u>10/24/2011</u>
Print		Title	<u>Procurement Contract Specialist</u>
Name	<u>Evelyn Yambao</u>		

**COUNTY OF ORANGE
COUNTY COUNSEL**

By	<u><i>Karen R. Prather</i></u>	Date	<u>11/1/11</u>
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**SUBORDINATE CONTRACT
MA-063-12010636**

ATTACHMENT A

REGIONAL COOPERATIVE AGREEMENT MA-017-11011478



COUNTY OF ORANGE

MASTER AGREEMENT

COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE ONLY. THIS IS NOT A LEGAL DOCUMENT. DO NOT DISTRIBUTE TO VENDOR.

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA-017-11011478	NOT TO EXCEED AMOUNT: \$999,999,999,999.00
Begin Date: 02/01/2011	Record Date: 01/12/11
Expiration Date: 01/31/2014	Procurement Folder: M557422
Board-Award Date:	Procurement Type: Request for Bids - RFB
Board Award Number:	Replaces Award Document:
Modification Date: 01/12/2011	Replaced by Award Document:
Contract Type: Service	Version Number: 1
Cited Authority: Contract Policy Manual Thresholds Allow	

COUNTY CONTACTS		
REQUESTOR: Melva Gipson 000-000-0000	ISSUER: GRACE SCOTT GRACE.SCOTT@OCGOV.COM	BUYER: GRACE SCOTT GRACE.SCOTT@OCGOV.COM

CONTRACT DESCRIPTION

Temp Help Svc - SOS Staffing dba Devon & Devon - RCA

This is a competitively bid Regional Cooperative Agreement (RCA) for Temporary Help Services. This Contract is available for use in accordance with the attached pricing, scope of work, and terms and conditions. Public entities utilizing this agreement should make their own determination whether the OCPA program is consistent with their procurement policies and regulations. FOR COUNTY INTERNAL USE - DPA's are required to: 1) Issue a standard County "subordinate agreement" and obtain vendor signature. 2) Agencies/departments may issue a DO directly against the RCA; or MA-DO, or CT referencing the RCA. 3) Reference the RCA number in the "Extended Description" text field of the CAPS+ document. 4) Provide delivery location and invoicing instructions to the vendor. (5) Agency/department shall comply with 90 day rule per Gov Code Section 31000.4 reference Attachment C, IV County Responsibilities. Usage Instructions: Agency/Department or other governmental entity may use any of the four Contractors as follows: (1) Amtec Human Capital (MA-017-11011477); (2) SOS Staffing Services Inc dba Devon & Devon (MA-017-11011478); (3) CathyJon Enterprises Inc dba HB Staffing (MA-017-11011479); (4) Lloyds Personnel Systems Inc (MA-017-11011480). Replaces MA-017-10011589 Folder #557928

VENDOR INFORMATION	
Name /Address: VC0000005570: SOS STAFFING SERVICES INC DBA: DBA DEVON & DEVON 1601 DOVE ST NEWPORT BEACH, CA 92660	Contact: KAREN LUSTMAN 949-851-9393

COMMODITY / SERVICE INFORMATION									
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
Commodity Code: 96269 - Personnel Services, Temporary Personnel Services, Temporary									

RENEWAL PERIODS		
Renewal Period Length	Effective Begin Date	Expiration Date
2 Years	02/01/2014	01/31/2016

AUTHORIZED FUNDING SOURCES		
Department	No Limit	Spending Limit
ALL	YES	\$0.00

APPROVALS			
Date	Status Before	Status After	Approver
01/11/2011 03:51:43 PM	Pending	Rejected	vu.karenl
01/11/2011 03:56:32 PM	Pending	Rejected	vu.karenl
01/12/2011 02:15:04 PM	Pending	Approved	vu.karenl

CONTACT INFORMATION:

VENDOR CONTACT: KAREN LUSTMAN
PHONE: 949-851-9393
FAX: 949-253-9820
EMAIL: KLUSTMAN@DEVONDEVON.COM

COUNTY PROCUREMENT OFFICE CONTACT:
GRACE SCOTT
PHONE: 714-567-5025
FAX: 714-567-7307
EMAIL: GRACE.SCOTT@OCGOV.COM

CONTRACT SUMMARY:

MA-017-11011478 02/01/2011 THROUGH 01/31/2014

MODIFICATION HISTORY:

ORIGINAL CONTRACT
G. SCOTT 01/11/2011



**Regional Cooperative Agreement MA-017-11011478
With
SOS Staffing Services, Inc. dba Devon & Devon
for
Temporary Help Services**

This Regional Cooperative Agreement (RCA), to provide Temporary Help Services, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and SOS Staffing Services, Inc. dba Devon & Devon, with a place of business at 2650 Decker Lake Blvd. Ste 500, Salt Lake City, UT 84119-2059; hereinafter referred to as "Contractor," which are sometimes referred to as "Party", or collectively as "Parties."

Attachment A – Scope of Work
Attachment B – Payment/Compensation
Attachment C – Pricing List

RECITALS

WHEREAS, Contractor responded to an Invitation for Bids (IFB)," for Temporary Help Services;

WHEREAS, County and Contractor entered into Contract MA-017-11011478," (hereinafter referred to as "Original Contract");

WHEREAS, Contractor is willing to provide the proposed services to meet or exceed the requirements and specifications of this Contract; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments A, B, & C, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or

binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any

- misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. **Indemnification and Insurance**

Indemnification Provision

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions

Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All insurance policies required by this contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be

responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance, required by this contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this contract with respect to work done by the contractor under the terms of this contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this contract shall give the County of Orange thirty (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interest clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The contractor will comply with such provisions and shall furnish the County satisfactory evidence that the contractor has secured, for the period of this contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by County Procurement Office or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract

caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract 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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in

executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** This Contract shall commence on February 1, 2011 upon approval by the County and execution of all necessary signatures, whichever occurs later, and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed, on an annual basis, by mutual written agreement of both Parties for two (2) additional years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this contract without penalty.
6. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.

7. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
8. **Regional Cooperative Agreement (RCA) – County-Wide Use:** This Contract is to be used as a Regional Cooperative Agreement against which subordinate contracts will be created and issued by the user agencies/departments based on the fixed pricing, terms, and conditions of this RCA. Contractor will be required to fulfill all service order(s) placed by any County agency/department. For the contractor's full and complete performance of its obligations under this Contract, the County shall compensate the contractor the fixed prices set forth herein. This pricing shall remain firm for the first period of this Contract. County agencies/departments will make service requests in their own names, will have deliveries made to their facilities, and will be responsible for making and approving payments for routine processing by the County of Orange Auditor-Controller.

As required by County policy, some subordinate contracts created against the Regional Cooperative Agreement may require Board of Supervisors approval.

Invoices are to be submitted to the user agency/department to the bill-to address, unless otherwise directed in this Contract. The contractor shall reference the agency/department's subordinate agreement number on the invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility of providing an acceptable invoice rests with the contractor.

The contractor will be responsible for providing each agency/department a copy of the Regional Cooperative Agreement upon request.

The contractor is required to maintain a list of the agencies/departments that have used this Regional Cooperative Agreement, including a list of the dollar volumes spent, and shall provide this report on a quarterly basis to the originating County entity.

9. **Cooperative Agreement:** The provisions and pricing of this contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The contractor is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this contract.

The contractor shall be required to maintain a list of the cooperative entities using this contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

10. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any sub-Contractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

11. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.
12. **Authorized Agency/Department Personnel:** Each County Agency/Department will appoint authorized staff who may request Temporary Help Services in accordance with the pricing, terms, and conditions of this contract. These staff will be identified in the subordinate contracts created by each user agency/department, and Contractor shall execute each subordinate contract separately. Authorized Agency Personnel will assign Contract Coordinators, defined in Attachment A, who will oversee the Temporary Help Services. Contractor shall not perform services for unauthorized requestors.
13. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - i. Terminate the Contract immediately, pursuant to Section K herein;
 - ii. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
14. **Contractor – Change in Ownership:** The contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.
15. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
16. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

17. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
18. **Contractor Bankruptcy/Insolvency:** If the contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the contractor's insolvency, the County may terminate this contract.
19. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
20. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Contractors Project Manager from providing services to the County under this Contract.
21. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
22. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
23. **Correspondence to Buyer - Contract:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed though the DPA for resolution will not be regarded as valid.

County of Orange
Attn: Assigned DPA
County Procurement Office
1300 S. Grand Ave., Bldg. A, 2nd Floor
Santa Ana, CA 92705

24. **Cost/Price Data:** At all times during and following the period of Contract performance, the County may require Contractor to furnish such cost and pricing data as the County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.
25. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

26. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
27. **Contract Disputes:**
- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

28. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/.

29. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

30. **Equal Employment Opportunity:** The contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental

handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

31. **Prevailing Wage:** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the County of Orange Board of Supervisors has obtained the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors, and copies will be made available to any interested party on request. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
32. **Headings Not Controlling:** Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.
33. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
34. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
35. **Precedence: The Contract documents consist** of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
36. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

37. **Sub-Contracting:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or sub-Contract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to sub-Contract, this Contract shall prevail and the terms of the sub-Contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

38. **Usage Reports – Semi-Annual:** The contractor shall submit usage reports on a semi-annual basis to the assigned buyer of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department.
39. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

MODEL CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

SOS Staffing Services, Inc., dba Devon & Devon *

Jo Ann W. Wagner	Ch. CEO, President
Print Name	Title
<i>Jo Ann W. Wagner</i>	Ch. CEO, President
Signature	Date
Kevin Hardy	Chief Financial Officer
Print Name	Title
<i>Kevin Hardy</i>	Jan. 5, 2011
Signature	Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporation signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Grace Scott	PCP
Print Name	Title
<i>Grace Scott</i>	01/11/2011
Signature	Date

ATTACHMENT A

Scope of Work

I. GENERAL INFORMATION

The qualified Contractor is to provide Temporary Help Services to various agencies/departments located throughout the County of Orange and other governmental entities. Temporary Help Services will be requested on an as-needed basis and usage is not guaranteed. Location request(s) may be added or deleted, and service hours may be increased or decreased at a given location at any time.

This is a fixed rate, three (3) years contract, renewable for two (2) additional years. Various County of Orange agencies/departments and other governmental entities shall have the option to create subordinate agreements based on the pricing, terms and conditions of this RCA.

II. BACKGROUND

The County of Orange is comprised of 25 departments with over 17,000 employees that provide services in the areas of public safety, public health, environmental protection, regional planning, public assistance, social services and aviation. Under the guidance of the Human Resources Department, HR functions performed at each department are decentralized.

III. CONTRACTOR RESPONSIBILITIES

- A. **Recruitment and Retention:** Contractor shall thoroughly screen, test and interview all applicants to ensure they meet the minimum qualifications indicated in the County Job Descriptions. The County reserves the right to reject any applicant.
- B. **Order Entry:** Contractor shall be responsible for obtaining sufficient information regarding each request to adequately fulfill the County requirements.
- C. **Job / Person Match:** Contractor shall provide temporary employees with qualifications necessary to fulfill each particular job requirement. Included in these qualifications are knowledge and ability to work with certain computer programs, and possession of other skills which would normally be associated with a particular job classification.
- D. **Telephone Response:** Contractor's telephone number must be available 7:00 a.m.-5:00 p.m., Monday thru Friday except holidays and response shall be within one (1) hour of the County initial request. Contractor must be capable of servicing North, South, Central, and Orange County.
- E. **Temporary Employee Response Time:** Assigned temporary help employee shall arrive at the county work site within (2) hours of the Contractor's response to the County's initial request unless the requestor has provided a longer lead time.
- F. **Bilingual Skills:** Contractor shall provide employees with bilingual skills as required. These will include, but are not limited to Spanish and Vietnamese.
- G. **County Background Check:** Employees must pass a County conducted back ground check, and / or child abuse registry clearance.

Contractor shall comply with all applicable County agency/department rules of conduct, policies, and procedures while on County premises.
- H. **Driver's License Requirement:** Contractor employees must be in possession of a valid California driver's license on county assignment.
- I. **Recruitment:** At the County's discretion, County may hire Contractor employee after the employee has been assigned to a county position for at least 30 calendar days.

- J. **Rate Increases:** Rate increase(s) may be made at time of contract renewal only. Ninety (90) days advanced notice and justification of such price increase must be provided to the County. The county may terminate / not renew the contract if it chooses not to accept the price increase. Decreases in the price may be extended to the county at anytime.
- K. **Orientation:** Contractor shall provide information to each temporary help employee given a county assignment:
- Location of assignment
 - Name of reporting supervisor
 - Working hours
 - Lunch Schedule
 - Length of assignment
 - Appropriate dress
 - Parking
 - Complete job description
 - Performance expectations
- L. **Performance Appraisal:** Contractor employee must perform the assigned duties to the county's satisfaction. The County will be the sole judge of satisfactory performance. The County reserves the right to dismiss any employee and choose to replace that employee at any time. If an employee does not meet the minimum requirements or is unsatisfactory to the County within (4) hours of placement, the County may request a replacement for the remaining requirement period.
- M. **Quality:** Contractor shall be responsible for the professional quality and technical competence of personnel assigned to the county. Contractor shall also be responsible for the coordination of all efforts and other services provided by the Contractor under this contract.
- N. **Confidentiality:** Contractor shall be responsible for overseeing that its employee's maintain confidentiality of all information and County records that may become accessible to its employees during service period. All rules, regulations, statutory laws and internal policies must be strictly adhered to by the Contractor's Employee's, staff and / or agents.
- O. **Security / Badge Requirement:** Some agencies may require specific issuance of security badge prior to performance of work agreement in a restricted facility. All personnel engaged in the performance of work under this proposed agreement shall be expected to pass the screening requirements which may include an F.B.I. background investigation and finger printing. Contractor employee are made aware of his/her responsibilities regarding the privilege of access to restricted areas of certain agencies such as but not limited to John Wayne Airport, Youth Detention Facilities, Sheriff's Department, and etc.
- County agencies/departments or participating government entity with special security/badge requirement shall issue such requirement as an additional term to their subordinate agreements against this Regional Cooperative Agreement (RCA).
- P. **Regulatory Compliance:** Contractor shall conform to all State and Federal laws & regulations, including, but not limited to, the California Contractors State License Board and Cal OSHA regulations.
- Q. **Temporary Assignment - Gov Code Section 31000.4:** Contractor shall notify agency/department via email or any form of communication in writing to monitor temporary help usage not exceed ninety (90) days per hire.
- R. **Reimbursable Costs:**
- Labor Rates: Contractor shall be reimbursed at the contract rate.
 - Salaries and Wages / Straight Time and Overtime: Straight time and overtime wages shall be paid to contractor in accordance with the applicable direct labor salary scale for

that classifications set forth below, Overtime and holiday shall be reimbursed in accordance with the laws of the State of California.

1. Overtime definition: Overtime is described as work over eight (8) hours per day.
2. Contractors fee shall be itemized by classification and hours on each invoice submitted for payment.

- S. **Activity Summary Reports:** A semi-annual summary report must be submitted recapping the County's usage. The semi-annual report must be submitted to the assigned buyer no later than thirty (30) days after each six month period after the contract inception. The report shall be in a format specified by the County and be segregated by agency/department or governmental entity; indicate the labor classification, hours worked, hourly rate, percentage fee, totals, and include any other information requested by the County.

One copy of the report shall be sent to the county at the following address:

County of Orange
CPO
1300 S. Grand Ave. Bldg A
2ND Floor
Santa Ana, CA 92701
Attn: DPA

IV. COUNTY RESPONSIBILITIES

A. **Temporary Assignment - Gov Code Section 31000.4:**

The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments, or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. *Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation.*

- B. The County shall reimburse employees who drive their personal vehicles for county business. Reimbursement is at the current county mileage reimbursement rate.
- C. The County reserves the right to request a resume from any employee provided by the Contractor, to determine whether the employee meets the County's minimum requirements. Failure of the employee to meet the minimum requirements may result in the termination of the contract.

V. SECURITY REQUIREMENTS

- A. The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
1. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
 2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
 3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
 4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
 5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
 6. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
 7. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- (a) Do not give names or addresses to internees.
- (b) Do not receive any names or addresses from internees.
- (c) Do not disclose the identity of any internee to anyone outside the facility.
- (d) Do not give any materials to internees.
- (e) Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

8. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

9. All vehicles parked on-site shall be locked and thoroughly secured at all times.
10. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
11. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
12. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
13. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
14. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

ATTACHMENT B

Payment/Compensation

1. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. Invoices must be submitted to address indicated in the Subordinate Contract created by the individual agency/department. Each invoice must have a unique number and must include the following information:
 - a) Contractor's name and address;
 - b) Contractor's remittance address;
 - c) Contractor's Federal Tax I.D. Number;
 - d) Name of County Agency/Department;
 - e) Delivery/Service address;
 - f) DO Number/Subordinate Agreement Number
 - g) Date of order/services rendered;
 - h) Product/Service description, quantity, and prices
 - i) Sales tax, if applicable
 - j) Freight/delivery charges, if applicable
 - k) Total
2. **Payment Terms:** The Invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
3. Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.
4. Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.
5. **Compensation:** This is a fixed price Contract between the County and Contractor for services as provided in this Contract. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of Contract price specified below unless authorized by amendment.

ATTACHMENT C

Pricing List

I. Pricing for both Category A and B.

- Regular Hourly Rate: Monday thru and including Sunday
- Holiday / Overtime Rate: (See definition below)

CATEGORY A County of Orange Classification	Vendor Equivalent Job Classification	Regular Hourly Billing Rate	Overtime Hourly Rate
Customer Service Representative		\$ 12.51	\$ 18.51
Data Entry Specialist		\$ 13.90	\$ 20.57
Information Processing Tech		\$ 13.90	\$ 20.57
Office Assistant		\$ 12.51	\$ 18.51
Office Specialist		\$ 13.03	\$ 19.28
Secretary		\$ 16.68	\$ 24.69
Secretary II		\$ 17.43	\$ 25.80
Secretary III		\$ 17.87	\$ 26.45
Word Processor		\$ 15.29	\$ 22.63
CATEGORY B County of Orange Classification	Vendor Equivalent Job Classification	Regular Hourly Billing Rate	Overtime Hourly Rate
Accountant I		\$ 25.00	\$ 37.00
Computer Operator		\$ 12.51	\$ 18.51
Custodian		\$ 12.70	\$ 18.80
Laboratory Aid		\$ 12.70	\$ 18.80
Laboratory Assistant		\$ 13.90	\$ 20.57
Laborer		\$ 12.70	\$ 18.80
Messenger			
Staff Analyst		\$ 25.00	\$ 37.00
Stock Clerk		\$ 13.09	\$ 19.37
Utility Worker – Driver			
Warehouse Worker		\$ 12.70	\$ 18.80

Holidays Observed by The County: New Year's Day, Martin Luther King Day, Presidents' Day, Lincoln's Birthday, Memorial Day, July 4th, Columbus Day, Labor Day, Veterans Day, Thanksgiving, and Christmas.

***Holiday / Overtime Definition:** Overtime is described as over 40 hours per week (County work week as defined by County). Overtime rates will only be paid with prior approval by the County. Ten (10) hours per day, four (4) days per week will be normal time if the Contractor is notified at time of placement that 4-10's are the normal hours. Overtime will not be paid for holidays unless 40 consecutive hours have previously been worked.

****Regular hourly rate and holiday/overtime rate quoted shall include all costs for labor, tools, equipment (e.g. pagers, radios, telephones, etc.), transportation (e.g., vehicles, mileage, etc.), overhead, profit, and all other costs related to provide the services described herein.**

*****Hours of service will vary with each agency/department.**

II. County of Orange Classification Title Description

County may add other Classifications(s) in the future within the term of the Contract.

County of Orange Classification	DESCRIPTION
Accountant I	Accountant I positions gain practical experience applying the laws, rules, regulations, procedures and techniques relating to accounting and learn the special regulations and procedures applying to governmental accounting in California; prepares journal entries and assists in the preparation of a variety of analytical accounting, statistical and narrative reports; may supervise the work of clerical staff. Assists in the preparation of budgets, including assembling, reviewing and evaluation of supporting accounting and statistical data.
Computer Operator	Under close supervision, and following routine procedures, performs computer operations in a data center by maintaining and operating existing data systems equipment; and performs other duties as assigned
Custodian	Under supervision, to clean assigned areas in and around buildings; and to do other work as required
<i>Customer Service Representative</i>	Incumbents shall answer questions, provide information and education on programs and services, and respond to requests for agency specific programs. Some positions will require knowledge of a wide variety of county services and programs offered by multiple public agencies. For departmental specific issues, CSR(T) and Senior CSR may be required to update customer information and forward requested paperwork to client. They must follow standard procedure to ensure consistency and accuracy, and facilitate the conversation by soliciting needed information, clarifying responses, and addressing concerns. The CSR(T) and Senior CSR manages customer inquiries with consistency, accuracy, and professionalism, displaying excellent customer service skills while imparting program knowledge.
<i>Data Entry Specialist</i>	Positions in this class are characterized by primary responsibility for production keyboard entry of data from a wide variety of source documents. Incumbents are expected to apply considerable knowledge of complex coding systems to independently extract and code data for entry. This class is distinguished from the Data Entry Technician class by the greater complexity of data extraction and coding and a greater emphasis on high speed data entry.

County of Orange Classification	DESCRIPTION
<i>Information Processing Tech</i>	Positions in this class are characterized by primary responsibility for typing or word processing a variety of important and complex documents by applying advanced keyboarding skill and subject matter knowledge in the production of finished products. This class is distinguished from the Office Technician by the level of independence exercised and complexity and impact of work product.
Laboratory Aid	Under supervision, to perform routine, less technical work involving the cleaning and sterilizing of laboratory glassware and equipment; and to do other work as required. Incumbents in this class may work under unpleasant conditions subject to noise, heat, noxious odors and moisture.
Laboratory Assistant	Laboratory Assistants are generally assigned to the various sections of the Public Health laboratory on a rotational basis. Depending on the area of assignment, Laboratory Assistants may assist licensed laboratory personnel in testing, or may independently conduct tests not requiring a license. Under supervision, to perform a variety of paraprofessional laboratory work related to the performance of standardized bacteriological, physical and chemical tests; to maintain and monitor the performance of laboratory equipment; to assist in the preparation of specimens for examination; and to do related work as required.
Laborer	Under close supervision, to perform heavy manual laboring tasks in the construction or maintenance of public works facilities; and to do other work as required.
Messenger	Incumbents in this class are assigned to work on foot and may occasionally drive a light vehicle depending upon the nature of the duties and the distance between their calling points. Some positions in this class may require the lifting of moderately heavy objects occasionally in their work assignment. Under supervision, to pick up and deliver mail and correspondence, office supplies and other materials at locations throughout the County; and to do other work as required
<i>Office Assistant</i>	This is the journey level office services class. Positions are characterized by office duties which require proficiency in a variety of general office skills and in the simple operation of standard and automated office equipment. Assignments may be composed of tasks concentrating in a particular skill area, or may include a full range of duties associated with this class. Incumbents in this class work without close supervision within a framework of established procedures and are expected to perform duties with only occasional instruction or assistance.
<i>Office Specialist</i>	Positions in this class are characterized by the performance of specialized and responsible office duties requiring extensive related experience, thorough knowledge of the methods and procedures applicable to the assignment, and the exercise of considerable discretion and responsible decision-making in performing work. Incumbents in this class perform tasks which include the application and explanation of complex policies, regulations and guidelines where interpretation and independent judgment are required. Some assignments may also require the integration of technical knowledge with advance interpersonal and communication skills.
Staff Analyst	Utilizing professional management and technical: 1) knowledge, 2) education and 3) experience, Administrative Managers in the County provide effective and ethical leadership to a vast array of programs and services provided by the County. They creatively and systematically plan, develop and implement programs that utilize human and financial resources to achieve results. Administrative managers are accountable for: 1) strategy and goal formulation consistent with the County's mission and vision, 2) stakeholder engagement, 3) effective communication and collaboration at multiple internal and external levels, 4) employee development, 5) issue and data analysis and 6) the efficient use of public resources
<i>Secretary</i>	This class differs from classes in the office services series by its direct support of and confidential role to one or more individuals serving in an administrative, professional or technical capacity. This frequently includes learning of specialized subject matter, delegation of specific responsibilities and a confidential working relationship with the individual(s) supported. Positions typically provide typing and transcription support.

County of Orange Classification	DESCRIPTION
<i>Secretary II</i>	This class differs from the Secretary I class by direct support of and a confidential role to one or more top level managers. Because of the level of the manager, work performed and contracts are likely to be more difficult and sensitive than secretaries to lower level managers. This class is appropriate only where substantial delegation of authority has been made to the Secretary. Positions typically provide administrative as well as typing and transcription support.
<i>Secretary III</i>	The Secretary III class is distinguished from other clerical and secretarial classes by being restricted to positions that are assigned full secretarial duties for Agency/Department heads or other members of management with the widest latitude for independent action. Positions typically provide administrative as well as typing and transcription support.
Stock Clerk	Positions in this class are typically in charge of a small storeroom stocking a variety of supplies and independently perform a combination of manual and office services work in receiving, storing and issuing supplies. Some of the work performed by positions in this class may require substantial physical effort
Utility Worker – Driver	Positions in this class perform a combination of clerical and manual work, including lifting and carrying; positions assigned primarily as drivers operate a light vehicle and may do considerable lifting in loading and unloading it.
Warehouse Worker	This is the entry level in the Warehouse Worker series. Positions are primarily assigned driving responsibilities in the delivery of supplies to various agencies/departments. In addition, positions perform the more routine supply activities associated with warehouse work and have an opportunity to learn the County supply system. Positions in this class may be used as permanent assignments or as trainee assignments to prepare new employees for the performance of more difficult and responsible duties in a warehouse or storeroom.
<i>Word Processor</i>	To perform information processing duties which combine text editing, advanced entry and file maintenance functions; to use a keyboard to create or format a variety of documents, reports and files; to understand and use a variety of automated equipment and software programs for complex information entry, inquiry, manipulation and generation; and to do other work as required.