



**SUBORDINATE CONTRACT
MA-063-13011703
WITH
GENUENT USA LLC
FOR
IT PROFESSIONAL HELP SERVICES**

This Subordinate Contract **MA-063-13011703** (hereinafter referred to as "Contract") is made and entered into upon execution of all necessary signatures between Genuent USA LLC, having a place of business at 1400 Post Oak Blvd., Ste. 200, Houston, TX 77056-3008; (hereinafter referred to as "Contractor"), and the County of Orange, Social Services Agency (SSA) a political subdivision of the State of California, with a place of business at 888 N. Main St., Santa Ana, CA 92701 (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 Attachments, which are incorporated by reference into this Contract:

Attachment A – Classifications and Descriptions

Attachment B – Classification Rate Schedule

RECITALS

WHEREAS, the County of Orange, County Procurement Office (CPO) has issued Regional Cooperative Agreement MA-017-12011686 (hereinafter referred to as "RCA") on file with County of Orange, CPO, effective June 1, 2012 through May 31, 2014, for IT Professional Help Services (hereinafter referred to as "Services") in accordance with the terms and conditions of the RCA between Contractor; and

WHEREAS, County desires to enter into a Contract for IT Professional Help 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 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 from the Contractor per Attachment A / Classifications and Descriptions.
2. **Term of Contract:** This Contract shall commence on June 1, 2013 and continue through and including May 31, 2014, unless otherwise terminated by the County. This Contract may be renewed thereafter for one additional two-year term upon mutual agreement of both parties. 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 \$109,008.00; 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.



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4. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

FOR COUNTY:

County of Orange
SSA/Procurement Services
Attn: Evelyn Yambao
888 N. Main St., 1st Flr.
Santa Ana, CA 92701
Email: Evelyn.Yambao@ssa.ocgov.com

FOR CONTRACTOR:

Genuent USA LLC
Attn: Valerie Berry
1400 Post Oak Blvd., Ste. 200
Houston, TX 77056-3008
Telephone: (916) 772-8158
Email: vberry@genuent.net
Mobile: (916) 801-6422

COPY TO:

County of Orange
SSA/IT Services Department
Attn: Merilyn Inigo
888 N Main St.
Santa Ana, CA 92701

5. **Invoicing:** Invoices are to be submitted to:
SSA/Procurement Services
Attn: Processing Desk (MA)
888 N. Main St., 1st Flr.
Santa Ana, CA 92701

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-063-13011703;
- 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 -



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SIGNATURE PAGE

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

GENUENT USA LLC.*

By
Print Name COURTNEY CLAIBORNE
Title Senior Vice President of Operations
Date 4/9/13
Corporate Officer

By
Print Name RICK ROBERTS
Title PRESIDENT
Date 4-9-13
Corporate Officer

*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
Print Name Georgetta Vlad

Date 04/09/2013
Title Procurement Manager

**COUNTY OF ORANGE
COUNTY COUNSEL**

By
Senior Deputy County
Counsel

Date 4/11/2013

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ATTACHMENT A

CLASSIFICATIONS AND DESCRIPTIONS

I. IT APPLICATIONS DEVELOPER I (CLIENT-SERVER SYSTEMS ANALYST/MS ACCESS/EXCEL):

Analytical skills to perform difficult programming work including the creation of programming specifications based on previously approved system specifications as well as detailed logic design, coding, testing, and documentation. Verbal and written skills must be clear and concise to facilitate customer communication.

Preferred knowledge and experience regarding the use of, but not limited to 4GL, Microsoft IDE, and design tools such as Visual Studio 2005/ 2008/2010/2012, graphical user interfaces (GUIs), UML, shared LAN-based files, printers, relational databases such as ORACLE 10G/11G, SQL Server 2005/2008/2008R2/2012 along with Windows Forms applications, web sites, web applications, web services and commonly used languages and tools such as ASP.NET, VB.NET, C++, C#.NET, Java Scripts, VB Scripts, HTML, MS Access, and Excel. Knowledge of Visio, Crystal Report XI, and spreadsheet/work processing macros are also preferred.

Specific Project Skills Preferred:

- California Work Opportunity and Responsibility to Kids Information Network (CalWIN)
- Child Welfare Services/Case Management System (CWS/CMS)

Preferred experience with:

- Custom MS Access Applications
- Custom MS Excel Applications

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ATTACHMENT B

CLASSIFICATION RATE SCHEDULE

No. of Staff	Fixed Hourly Rate	Est. Hours Required	Overtime Hourly Rate	Est. Overtime Hours
I. IT Applications Developer I (Access/Excel)				
1	\$52.00	1984	\$73.00	80