



**SUBORDINATE AGREEMENT NUMBER MA-017-18011431  
BETWEEN  
COUNTY OF ORANGE CEO/HUMAN RESOURCE SERVICES  
AND  
ROSE INTERNATIONAL, INC.  
FOR  
TEMPORARY EMPLOYMENT SERVICES**

This Subordinate Agreement, hereinafter referred to as “Contract”, is made and entered into upon execution of all necessary signatures between the County of Orange, hereinafter “County” and Rose International, Inc., with a place of business at 16401 Swingley Ridge Rd., Ste 300, Chesterfield, MO 63017, hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party” or collectively as “Parties.”

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract as if fully set forth herein:

- Attachment A – Scope of Work
- Attachment B – Fees, Compensation & Payment
- Attachment C – Regional Cooperative Agreement Number RCA-017-18010026-AE

**RECITALS**

**WHEREAS**, the County of Orange issued RCA 017-18010026-AE with Rose International, Inc. for Temporary Employment Services; and

**WHEREAS**, the County of Orange County Executive Office (CEO)/Human Resource Services desires to enter into a Subordinate Agreement; and

**NOW, THEREFORE**, Parties mutually agree as follows:

1. **Scope of Contract:** This Contract, including its Attachments, specifies the contractual terms and conditions by which County will procure services from Contractor, hereinafter referred to as “Services” as more fully detailed in Attachment A – Scope of Work.
2. **Term of Subordinate Agreement:** This Contract shall commence upon execution of all necessary signatures or upon approval by the Orange County Board of Supervisors, whichever occurs later, and continue through January 31, 2019, unless otherwise terminated by County. The Contract may be renewable for one (1) year term contingent upon the renewal of the New Mexico NASPO ValuePoint Agreement Number 50-00-15-00058 AE.
3. **Compensation & Payment:** Contractor agrees to provide all requested services at the hourly rate specified in Attachment B – Fees, Compensation & Payment.
4. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the not-to-exceed amount of the Contract as stated in Attachment B, Section 2. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
5. **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

## Attachment A

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.

County: County of Orange  
CEO/County Procurement Office  
Attn.: Gabriela George  
1300 S. Grand Ave., Bldg. A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705

Contractor: Rose International, Inc.  
Attn.: Mike Hurley  
16401 Swingley Ridge Rd., Ste 300  
Chesterfield, MO 63017

6. **Invoicing:** Invoices are to be submitted to:

County of Orange  
CEO/Human Resource Services  
Attn: Mylene Daniels  
333 W. Santa Ana Blvd., 2<sup>nd</sup> Floor  
Santa Ana, CA 92701

Contractor shall reference on the invoice Subordinate Contract Number MA-017-18011431 that shall be provided by the using department. 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 department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

---SIGNATURE PAGE FOLLOWS---


**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

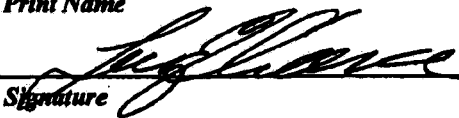
**\*ROSE INTERNATIONAL, INC.**

*\*If 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.*

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

Eric Token	Executive Vice President
<u>Print Name</u>	<u>Title</u>
	04/13/2018
<u>Signature</u>	<u>Date</u>

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

Larry Crane	CFO
<u>Print Name</u>	<u>Title</u>
	04/13/2018
<u>Signature</u>	<u>Date</u>

\*\*\*\*\*

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

<u>Print Name</u>	<u>Title</u>
<u>Signature</u>	<u>Date</u>

**APPROVED AS TO FORM:**

**County Counsel**

By 

Deputy  
Date 4.13.18

**ATTACHMENT A  
SCOPE OF WORK**

**1. GENERAL INFORMATION**

The County of Orange is comprised of 21 Departments and over 17,500 employees located throughout the County. County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

**2. PROJECT DESCRIPTION**

Contractor (Senior Business Analyst, SBA) shall work with County's Human Resource Services Division ("HRS") and shall primarily be responsible for identifying and understanding HRS' business needs, including working with business and technology teams to develop solutions that address those needs.

Contractor (SBA) shall meet with County staff and HRS Management to gather and document business, organizational and/or operational requirements. SBA shall ensure that requirements are defined in sufficient detail to be testable and verifiable. SBA shall also serve in a liaison capacity and as a facilitator with HRS to combine business needs, structure, policies and operations with information technology into system deployments to meet and achieve HRS goals. Contractor's SBA shall be involved in all phases of the application lifecycle, from the identification of the need to implementation.

Contractor's SBA assigned projects, which shall be consistent with the tasks and duties enumerated in Section 3 herein, may include, the Integrated Talent Management System, To-Be Workflow projects, upgrade projects related to HR modules within the County's ERP system, the Legacy Replacement/Reengineering Initiative, and other distributive applications/platforms projects.

**3. CONTRACTOR RESPONSIBILITIES/JOB DUTIES**

- 3.1. Contractor's SBA shall consult with functional unit management and staff to gather, analyze, define and document business requirements and system enhancement needs.
- 3.2. Contractor's SBA shall provide input and recommendations regarding current and proposed business practices, and identifying options for translating such practices into effective system deployments.
- 3.3. Contractor's SBA shall facilitate meetings, JAD sessions, interviews, questionnaires, observation or document review with clients to identify and elicit requirements.
- 3.4. Contractor's SBA shall apply industry-standard elicitation techniques to gather information at the right level of detail and scope to represent all of the stakeholder's needs.
- 3.5. Contractor's SBA shall identify opportunities for continued improvements; use creativity and integrate new approaches in solving problems; address and effectively solve organizational concerns/issues.
- 3.6. Contractor's SBA shall document business requirements, functional requirements, non-

## Attachment A

- functional requirements, business rules and as-is and to-be flow diagrams of processes.
- 3.7. Contractor's SBA shall provide project level analysis - producing required project analysis documentation (business requirements, scope matrix, use cases, sequence diagrams, future state proposals, data dictionaries, class or entity relationship diagrams, and UAT plans).
  - 3.8. Contractor's SBA shall determine the priority and impact of business needs/requirements on existing workflows and applications.
  - 3.9. Contractor's SBA shall perform gap/fit analyses and application assessments to identify potential system development and/or modification needs.
  - 3.10. Contractor's SBA shall stay current with customer needs and strategies; utilizing formal and informal written communication methods (for example, emails, newsletters, PowerPoint presentations, executive updates, task lists) to communicate updates and findings; and facilitating project meetings and presentations to all types of diverse audiences (i.e., senior management, customers, technical staff).
  - 3.11. Contractor's SBA shall data map all activities associated with migrating data from current to future systems.
  - 3.12. Contractor's SBA shall navigate the County's ERP system, NeoGov Recruitment sites, OnBase Document Management system, Microsoft SharePoint, and training environments.
  - 3.13. Contractor's SBA shall coordinate with end-users to review and validate data exports from the County's ERP and other systems, and to develop a final file for upload.
  - 3.14. Contractor's SBA shall analyze data interfaces, including how data should be shared between systems to achieve a business goal, and understanding how infrastructure interconnects.
  - 3.15. Contractor's SBA shall work with development teams on implementing data interfaces and testing/validating data results.
  - 3.16. Contractor's SBA shall perform data analysis, including extracting data into Excel, analyzing and validating actual to expected results.
  - 3.17. Contractor's SBA shall assist development teams with analysis needed to migrate data between legacy and new systems.
  - 3.18. Contractor's SBA shall conduct UAT, including writing test cases, validating and documenting test results. Skilled at coordinating the activities of end-users who will participate in UAT.
  - 3.19. Contractor's SBA shall train users, and developing training materials regarding new or modified systems.
  - 3.20. Contractor's SBA shall perform as a project manager who leads small to medium-sized IT projects. Includes developing strategies and project plans, coaching teams on task completion, identifying project risks and issues, communicating project status with stakeholders and completing status reports.
  - 3.21. Contractor's SBA shall assess project risk using methods to identify risk probability,

## Attachment A

impact and how to mitigate those risks.

- 3.22. Contractor's SBA shall be knowledgeable of Lean project management concepts, and having the ability to apply those concepts to the direction of staff on projects, is highly desired.
- 3.23. Contractor's SBA shall consult with HRS to develop a business user strategy for the department's Microsoft SharePoint site, and develop/recommend value-added features to be implemented by SharePoint developers. Developing strategies for training staff on use of sites.
- 3.24. Contractor's SBA shall have proficiency in the use of MS Office products, especially Word, Excel, Access, Outlook, PowerPoint, Project, and Visio.
- 3.25. Contractor's SBA shall have experience with SharePoint and other content management tools is preferred.
- 3.26. Contractor's SBA shall understand data/table relationships within database structures, and using tools such as Toad to extract/analyze data is desirable.
- 3.27. Contractor's SBA shall have past experience with running SQL Queries is desirable.
- 3.28. Contractor's SBA shall have past experience with working with business intelligence (BI) systems and dashboards, including developing requirements and testing, is desirable.
- 3.29. Contractor's SBA Senior Business Analyst shall be able to work under minimal supervision, while working toward a definite objective that requires use of a wide range of planning, process and procedures to address business problems.

#### **4. WORK HOURS & LOCATION**

##### **4.1. Location:**

Human Resource Services  
333 W. Santa Ana Blvd., 2<sup>nd</sup> Floor  
Santa Ana, CA 92701

##### **4.2. Holidays Observed by County:**

New Year's Day	Martin Luther King Day	Presidents' Day
Lincoln's Birthday	Memorial Day	July 4 <sup>th</sup>
Columbus Day	Labor Day	Veterans Day
Thanksgiving & Day After Thanksgiving		Christmas

- 4.3. The Senior Business Analyst shall complete all work between the hours of 8:00 a.m. to 5:00 p.m. (PDT), Monday through Friday, with a one (1) hour lunch break unless other arrangements are made and approved by County Project Manager or designee.

#### **5. COUNTY RESPONSIBILITIES**

- 5.1. County shall appoint a Project Manager and designee to this project.
- 5.2. County Project Manager shall ensure Contractor's SBA has access to County work location.

**ATTACHMENT B  
COMPENSATION, PAYMENT AND FEES**

**1. COMPENSATION:**

This is all-inclusive fixed hourly rate between the County and the Contractor for temporary employment services as provided in Attachment A, Scope of Work and RCA-017-18010026-AE. 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 total Contract “not to exceed” amount or fixed hourly rate specified unless authorized by an amendment in accordance with RCA paragraphs C and R of the County’s General Terms and Conditions.

**2. FEES:**

<b>Item No.</b>	<b>Job Title</b>	<b>Estimated Project Hours</b>	<b>Hourly Rate</b>
001	Senior Business Analyst	2080	\$80.00

**Contract not to exceed amount: \$166,400.00**

**3. Firm Discount and Pricing Structure:** Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

**4. Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract. Parking fees may be the incurred by Contractor unless other arrangement are made by the County Project Manager.

**5. Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on 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 for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

**6. Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

Attachment A

**ATTACHMENT C**  
**REGIONAL COOPERATIVE AGREEMENT RCA-017-18010026-AE**

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