



**SUBORDINATE CONTRACT
MA-063-21011347
WITH
ATHENA CONSULTING LLC
FOR
TEMPORARY HELP SERVICES**

This Subordinate Contract MA-063-24010793 (referred to as "Contract") is made and entered into upon execution of all necessary signatures between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 N. State College Blvd., Suite 100, Orange, CA 92868-1673 (referred to as "County"), and Athena Consulting LLC, having a place of business at 506 Main Street, Suite 215 Gaithersburg, MD 20878 (referred to as "Contractor"), for Temporary Help Services. County and Contractor may be individually referred to as "Party," or collectively as "Parties."

ATTACHMENTS

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

Attachment I – Regional Cooperative Agreement (RCA) RCA-017-21010020

RECITALS

WHEREAS, the County of Orange, County Procurement Office (CPO) has issued Regional Cooperative Agreement RCA-017-21010020 (referred to as "RCA") on file with County of Orange, CPO, effective May 25, 2021, through May 24, 2026, for Temporary Help Services (referred to as "Services") in accordance with the terms and conditions of the RCA; and

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

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

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

WHEREAS, County and Contractor agree that this Contract is effective upon mutual agreement of both Parties and County of Orange Board of Supervisor's approval; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract specifies the terms and conditions, per RCA incorporated herein, by which County will procure the Services as specified in Attachment I – Regional Cooperative Agreement.
2. **Term of Contract:** This Contract shall commence on August 1, 2024, and continue through and including May 24, 2026, unless otherwise terminated by the County. 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 and in accordance with the terms and conditions specified in the RCA. This is an Aggregate Contract between 22nd Century Technologies, Inc., Lloyd Staffing Inc., Tryfacta Inc., Amtec Human Capital Inc., and Athena Consulting LLC. which shall not exceed the shared total amount of \$2,016,000; 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.



**SUBORDINATE CONTRACT
MA-063-21011347
WITH
ATHENA CONSULTING LLC**

Invoicing: Contractor shall submit invoices for payment processing to the following address:
Social Services Agency/Procurement Services
Attn: Processing Desk (MA)
500 N. State College Blvd., Suite 100
Orange, CA 92868-1673

Or emailed to:
ssaprocurementap@ssa.ocgov.com

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-063-21011347;
- F. Total Invoice Amount;
- G. Contractor's federal taxpayer's ID number; and
- H. Contractor's remittance address (if different from line A)
- I. Temporary Help Request Number (THR#)

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via EFT Authorization Form. To request a form, please contact the DPA.

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 requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
5. **Debarment:** Contractor shall certify that neither contractor nor its principals 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.



**SUBORDINATE CONTRACT
MA-063-21011347
WITH
ATHENA CONSULTING LLC**

6. **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:	COPY TO:
County of Orange	County Of Orange
SSA/Procurement Services	SSA/ Human Resources
500 N. State College Blvd., Suite 100	500 N. State College Blvd.
Orange, CA 92868-1673	Orange, CA 92868-1673
Attn: Susana Vega	Attn: Jackie Sanchez
Telephone: (714) 541-7768	Telephone: (714) 585-6963
Email: Susana.Vega@ssa.ocgov.com	Email: Jackelyne.Sanchez@ssa.ocgov.com

FOR CONTRACTOR:
Athena Consulting LLC
506 Main Street, Suite 215
Gaithersburg, MD 20878
Attn: Mark Elvin
Telephone: (484) 477-7747
Email: mark@athenaconsultingllc.com

7. **Payment in Advance/Partial Payment for June Invoices:** Contractor may submit a full or partial invoice to County up to thirty (30) calendar days in advance of Contractor providing the services and/or goods described in the RCA for the month of June during the term of the Contract. County's payment of a submitted invoice will be net thirty (30) calendar days after the invoice is received in a format acceptable to County and is verified and approved by County, subject to County's routine processing requirements.

The responsibility for providing an acceptable invoice rests with Contractor. All submitted invoices must reference the Contract number and include all information required by the invoicing instructions provision. An invoice may only cover services and/or goods not covered on a previously submitted invoice.

Contractor must refund to County any money County paid in advance to Contractor when the services and/or goods do not meet the Contract requirements or the services and/or goods are not provided, including when the services and/or goods are not provided due to termination of the Contract pursuant to Article K of the RCA. Further, payments made by County do not preclude the right of County from thereafter disputing any services and/or goods involved or paid under this Contract and must not be construed as acceptance of any part of the services and/or goods.

- Signature Page follows -



**SUBORDINATE CONTRACT
MA-063-21011347
WITH
ATHENA CONSULTING LLC
SIGNATURE PAGE**

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

ATHENA CONSULTING LLC*

By	<u>DocuSigned by: Mark E. Elvin</u>	By	<u>DocuSigned by: Stephen McCain</u>
Print Name	<u>Mark E. Elvin</u>	Print Name	<u>Stephen McCain</u>
Title	<u>Chief officer for Strategy and Growth</u>	Title	<u>CFO</u>
Date	<u>3/12/2024 12:27:32 PM EDT</u>	Date	<u>3/13/2024 9:44:12 AM PDT</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. The signature of one (1) person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two (2) categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the document twice, each time indicating his or her office that qualifies under the above described provision. 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	_____	Title
Signature	_____	Date

**COUNTY OF ORANGE
COUNTY COUNSEL**

Approved as to Form:

By	<u>DocuSigned by: Candace S. Frost</u>	Date	<u>3/13/2024 11:56:56 AM PDT</u>
	<u>Deputy County Counsel</u>		



**SUBORDINATE CONTRACT
MA-063-21011347
WITH
ATHENA CONSULTING LLC**

ATTACHMENT I

**REGIONAL COOPERATIVE AGREEMENT
RCA-017-21010020**