

## **EXHIBIT A**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
AND  
Employnet, Inc., hereinafter referred to as “CONTRACTOR”**

### **Scope of Services/Payment Provisions**

#### **A. SCOPE OF SERVICES**

1. CONTRACTOR shall respond to a request for temporary services from any individual County department authorized contact within two (2) business hours indicating whether or not CONTRACTOR can find a qualified skilled worker (hereinafter, a CONTRACTOR’s worker shall be referred to as “CONTRACTOR Worker”).
  - 1.1. If a CONTRACTOR Worker is available, CONTRACTOR shall send the CONTRACTOR Worker to the location requested by the County department within a four (4) business hour time frame. The normal County business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST.
  - 1.2. CONTRACTOR shall provide CONTRACTOR Workers to address immediate declared local emergency related operational needs, in particular with respect to health and human services (i.e., COVID-19, wildfires and storms, etc.).
2. CONTRACTOR REPORTING REQUIREMENT FOR THE COUNTY
  - 2.1. CONTRACTOR shall provide the required reports to the following:
    - 2.1.1. The originating department obtaining services.
    - 2.1.2. The County of Monterey Director of Human Resources located at 168 West Alisal Street, 3<sup>rd</sup> Floor, Salinas, CA 93901.
  - 2.2. Any reports, data, or other information, given to, prepared by or assemble by CONTRACTOR, shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without prior County approval.
  - 2.3. Upon designating a CONTRACTOR Worker reporting to provide services to the County, the CONTRACTOR shall provide County a minimum of two electronic copies of a report. The report shall be in an Excel spreadsheet format and shall include the following:
    - 2.3.1. Name of each assigned CONTRACTOR Worker;
    - 2.3.2. Last four digits of the employee’s Social Security Number;
    - 2.3.3. Current Job Classification;
    - 2.3.4. Department Unit of the current assignment;
    - 2.3.5. Start date of current assignment;
    - 2.3.6. Bill Rate;
    - 2.3.7. Pay Rate.

- 2.4. CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10<sup>th</sup> of each month. The report shall be in an Excel spreadsheet format and shall include the following:
  - 2.4.1. Name of each assigned CONTRACTOR Worker;
  - 2.4.2. Last four digits of the employee's Social Security Number;
  - 2.4.3. Current Job Classification;
  - 2.4.4. Department Unit of the current assignment;
  - 2.4.5. Start date of current assignment;
  - 2.4.6. Hours worked by employee in the report month;
  - 2.4.7. Cumulative hours worked for County by employee for the applicable fiscal year;
  - 2.4.8. Bill Rate;
  - 2.4.9. Pay Rate.
  
3. CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS); INDEMNIFICATION
  - 3.1. CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
  - 3.2. CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
  - 3.3. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
  - 3.4. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
  - 3.5. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR Worker with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
  - 3.6. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
  - 3.7. Subject to any applicable limitations of law, at CONTRACTOR's expense as described herein, CONTRACTOR agrees to indemnify, defend and hold harmless the County of Monterey from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against the County of Monterey, its employees, or its purported agents or independent

contractors as a result of any finding, order, judgment or other ruling that any of CONTRACTOR's employees or agents is a retired annuitant or common law employee for periods during which services were performed under this Agreement.

#### 4. TEMPORARY EMPLOYMENT ASSIGNMENT

- 4.1. CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR Worker for all assignments with the County. CONTRACTOR shall notify County when an individual CONTRACTOR Worker's hour working for the County are approaching 650 hours in a fiscal year (7/1-6/30).
- 4.2. CONTRACTOR shall notify the following:
  - 4.2.1. The County originating department;
  - 4.2.2. The County Director of Human Resources.
- 4.3. A CONTRACTOR Worker shall not be assigned to work at the County for more than 720 hours in a fiscal year.
- 4.4. County shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

#### B. PAYMENT PROVISIONS

5. It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT B.
6. Travel/Mileage
  - 6.1. Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
  - 6.2. Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>.
  - 6.3. Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.
    - 6.3.1. Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.
7. The pricing structure included here should be stated in a manner similar to how County will be invoiced. The County prefers hourly rates as opposed to one flat fee when possible.

8. Sales tax should be itemized and listed separately where applicable.
9. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
10. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
11. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
12. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.