



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement Nos.: A-13014; A-13015; A-13016

Upon motion of Supervisor Phillips, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute three (3) Countywide Service Agreements between the County of Monterey and the following contractors: (1) Manpowergroup US Inc. (Agreement No. A-13014), (2) Nova Management Inc. (Agreement No.: A-13015), and (3) SlingShot Connections, LLC (Agreement No. A-13016) to provide Temporary Employment Services for the County of Monterey for the term beginning upon signature of the agreements through December 31, 2018. The aggregate amount to be spent for all Agreements issued under RFP 10495 shall not exceed \$10 million;
- b. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendments to extend each Agreement for 2 additional one-year periods, where each Amendment does not increase the total contract aggregate amounts for these 3 vendors by more than 10% (\$1 million) of the original Agreement total;
- c. Designated that all County contracts for Temporary Employment Services reference and meet the standards set forth in RFP 10495 concerning hours reporting and compliance for the duration of the RFP contracts; and,
- d. Designated the Contracts/Purchasing Officer and Contracts/Purchasing Supervisor as having exclusive authority to sign any and all future Agreements and Amendments for Temporary Employment Services for the duration of the Agreements resulting from RFP 10495.

PASSED AND ADOPTED on this 15th day of December 2015, by the following vote, to wit:

AYES: Supervisors Phillips, Salinas, Parker and Potter

NOES: Supervisor Armenta

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on December 15, 2015

Dated: December 22, 2015
File ID: 15-1321

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND NOVA MANAGEMENT INC.

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Nova Management Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP) #10495 for Temporary Employment Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10495 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10495. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFP #10495 Addendum (or Addenda) # 1
RFP # 10495 dated July 23, 2015, including all attachments and exhibits
CONTRACTOR'S Proposal dated September 17, 2015
Certificate of Insurance
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP #10495 Addendum/Addenda # 1,

RFP #10495 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 All work shall be performed by personnel whom the CONTRACTOR directly employs and supervises. Prior to commencing work under the Agreement, CONTRACTOR(S) shall provide the COUNTY with a list of CONTRACTOR employees designated to work in each of the COUNTY facilities included in the Agreement. Background checks, as outlined in Attachment A Section 1.6 and 1.6.1 in the underlying RFP, are to be submitted for each employee prior to work commencing.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such business licensing requirements. CONTRACTOR'S business license must be maintained throughout the course of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

2.1 COUNTY RESPONSIBILITIES

- 2.1.1 County shall provide CONTRACTOR with a list of authorized County contacts for each department.
- 2.1.2 County shall notify CONTRACTOR of any special requirements for any particular assignment. At that time, the department shall notify the CONTRACTOR if the employee will be required to undergo a background check.
 - 2.1.2.1 Any background checks required by the County will be conducted at the County's expense.
 - 2.1.2.2 CONTRACTOR shall be responsible for the time paid to potential temporary employees who are required to undergo a County-required background check.
- 2.1.3 County shall pay CONTRACTOR(s) at the rates listed in Attachment B- Proposed Price Schedule in accordance with Attachment A – County Benchmark Specifications. This price schedule shall remain firm for the initial term of the Agreement.
 - 2.1.3.1 County and CONTRACTOR shall negotiate and agree upon the optional proposed markup rate for positions that fall outside of the rates listed in

Attachment B –County Proposed Price Schedule on the attached optional Attachment C- CONTRACTOR’S ADDITIONAL POSITIONS PRICE SCHEDULE. Such negotiations shall take place only through the County’s Contracts/Purchasing Office and shall be memorialized by an amendment.

- 2.1.4 County departments requesting temporary employment services shall authorize and approve time cards.
- 2.1.5 Each department shall be responsible for processing purchase orders once services are obtained and rendered.

2.2 CONTRACTOR GENERAL REQUIREMENTS

- 2.2.1 CONTRACTOR shall be responsible for conforming to all applicable Federal and State labor laws and regulations.
- 2.2.2 CONTRACTOR shall provide County temporary employment services for the job classifications at the rates described in Attachment B – Contractor’s Proposed Price Schedule.
- 2.2.3 CONTRACTOR agrees to honor requests or extensions for temporary employment services only from County authorized contacts.
 - 5.3.1.1 Failure to comply with this procedure may result in non-payment.
- 2.2.4 CONTRACTOR shall not charge for unsatisfactory performance of temporary employees as determined by the County, provided that the County notified CONTRACTOR within four (4) hours after service has begun for the particular assignment.
- 2.2.5 CONTRACTOR shall be responsible for paying employees for regular and premium or overtime hourly rates.
- 2.2.6 CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County for employment compensation, Workers’ Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.
 - 2.2.6.1 It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR’s employees shall be construed to make or render CONTRACTOR or any CONTRACTOR’s employees, the agent, employee or servant of the County.
 - 2.2.6.2 It is expressly agreed by the parties hereto that County is not liable for CONTRACTOR employees under the Affordable Care Act.

2.2.7 CONTRACTOR and its employees shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with the temporary employment services associated with this Agreement.

2.2.7.1 In this connection, the term "*privileged information*" includes, but is not limited to, unpublished information relating to technological development, land use, property owners, claims and litigations, and knowledge of selections of future contractors.

2.2.7.2 CONTRACTOR and its employees shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to County employees.

2.3 RESPONSE TIMES

2.3.1 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 employee.

2.3.2 If an employee is available, CONTRACTOR shall send the employee within a four (4) business hours time frame.

2.3.3 This requirement can be adjusted by mutual agreement between the CONTRACTOR and the individual County department authorized contact person on a case-by-case basis.

NOTE: The normal County business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST.

2.4 CONTRACTOR INVOICING REQUIREMENT

CONTRACTOR shall provide to each applicable County department, an invoice for services rendered showing the County department in which services were performed, the County Purchase Order Number (specific to each department), the position filled and a copy of the time card for each employee of the CONTRACTOR.

2.5 CONTRACTOR REPORTING REQUIREMENT

2.5.1 Upon designating a CONTRACTOR employee 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 (Exhibit A- Sample Report template):

- 2.5.1.1 Name of each assigned temporary employee
- 2.5.1.2 Last four digits of the employee's Social Security Number
- 2.5.1.3 Current Job Classification
- 2.5.1.4 Department Unit of the current assignment
- 2.5.1.5 Start date of current assignment
- 2.5.1.6 Bill Rate
- 2.5.1.7 Pay Rate

- 2.5.2 CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10th of each month. The report shall be in an Excel spreadsheet format and shall include the following:
- 2.5.2.1 Name of each assigned temporary employee
 - 2.5.2.2 Last four digits of the employee's Social Security Number
 - 2.5.2.3 Current Job Classification
 - 2.5.2.4 Department Unit of the current assignment
 - 2.5.2.5 Start date of current assignment
 - 2.5.2.6 Hours worked by employee in the report month
 - 2.5.2.7 Cumulative hours worked for County by employee for the applicable fiscal year
 - 2.5.2.8 Bill Rate
 - 2.5.2.9 Pay Rate
- 2.5.3 Copies of the report described in 2.5.2, above, shall be delivered to the following:
- 2.5.3.1 The originating department obtaining services of that temporary employee
 - 2.5.3.2 The County of Monterey Human Resources Director
168 West Alisal Street
Salinas, CA 93901
- 2.5.4 Any reports, data, or other information, given to, prepared by or assembled by CONTRACTOR which the County requests, shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the County.

2.6 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 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.
- 2.6.4 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.

- 2.6.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee 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.
- 2.6.6 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.

3.0 TEMPORARY EMPLOYMENT ASSIGNMENT

- 3.1 CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. CONTRACTOR shall notify County when an individual employee's hours working for the County are approaching **650** hours in a fiscal year (7/1-6/30).
 - 3.1.1 CONTRACTOR shall notify the following:
 - 3.1.1.1 The County originating department
 - 3.1.1.2 The County Human Resources Director
168 W. Alisal Street, Salinas, CA 93901
- 3.2 An employee of the CONTRACTOR shall not be assigned to work at the County for more than **720** hours in a fiscal year.
- 3.3 County shall not pay CONTRACTOR for services rendered beyond **720** hours per fiscal year.

4.0 HIRING TEMPORARY EMPLOYEES

- 4.1 CONTRACTOR agrees that after thirty (30) consecutive calendar days of service by one of the CONTRACTOR'S employees, the County has the right to hire the CONTRACTOR'S employee without paying a fee.
 - 4.1.1 If the CONTRACTOR'S employee applies for a position in the County different from the position the current job order fills, then the County shall not owe a fee to the CONTRACTOR regardless of the length of service by the CONTRACTOR'S employee.
 - 4.1.2 If the CONTRACTOR's employee had applied for a position in the County for the same position of the current job order prior to placement, the County shall not owe a fee the CONTRACTOR regardless of the length of service by the CONTRACTOR's employee.
 - 4.1.3 Thirty (30) consecutive calendar days of "service" is defined as being both those days worked (i.e. weekdays), as well as those days not worked (i.e. holidays and weekends), within those thirty (30) consecutive days.

5.0 TERM OF AGREEMENT

- 5.1 The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2018, with the option to extend this AGREEMENT for two (2) additional one (1) year periods.
- 5.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- 5.2 After the initial term of this AGREEMENT, CONTRACTOR may only commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
- 5.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 5.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

6.0 COMPENSATION AND PAYMENTS

- 6.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with ATTACHMENT B- PROPOSED PRICE SCHEDULE hereto.
- 6.2 It is mutually understood and agreed by both parties that County and CONTRACTOR shall negotiate and agree upon the optional proposed markup rate for positions that fall outside of the rates listed in Attachment B –County Proposed Price Schedule on the attached optional Attachment C- CONTRACTOR’S ADDITIONAL POSITIONS PRICE SCHEDULE. Such negotiations shall take place only through the County’s Contracts/Purchasing Office and shall be memorialized by an amendment approved by the Board of Supervisors.
- 6.3 Prices shall remain firm for the initial term of this AGREEMENT. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 6.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 6.5 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later.
- 6.6 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing, in accordance with Sections 2.1.3.1 and 6.2.

- 6.7 Tax:
- 6.7.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 6.7.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

7.0 INVOICES AND PURCHASE ORDERS

- 7.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the requesting department.
- 7.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 7.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 7.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

8.0 STANDARD INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS

9.1 Evidence of Coverage:

- 9.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

- 9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- 9.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less

than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 9.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

97.4 Other Insurance Requirements:

- 9.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 9.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 9.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

10.0 RECORDS AND CONFIDENTIALITY

- 10.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 10.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 10.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 10.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the

examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

11.0 NON-DISCRIMINATION

- 11.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285.0, et seq.).
- 11.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 11.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

12.0 CONFLICT OF INTEREST

- 12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- 12.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

14.0 DRUG FREE WORKPLACE

CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the

required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

- 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Nova Management Inc.
Mr. Charles N. Tope
660 Camino Aguajito, 3rd Floor
Monterey, CA 93940
Tel. No.: (831) 373-4544
FAX No.: (831) 443-9307
chtpe@warphire.com

17.0 LEGAL DISPUTES

- 17.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 17.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

- 17.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 17.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

Debra Wilk
Contracts/Purchasing Officer

Dated: 1/7/2016

Approved as to Fiscal Provisions:

[Signature]
Deputy Auditor/Controller

Dated: 1-7-16

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Kay Beeman
Deputy County Counsel

Dated: 1/7/16

CONTRACTOR

By: *[Signature]*
Signature of Chair, President, or Vice-President

Charles T. Preslett
Printed Name and Title

Dated: 1/7/16

By: *[Signature]*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jenny Le *Secretary*
Printed Name and Title

Dated: 1/7/16

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. . If CONTRACTOR is a Limited Liability Company (LLC), the name of the LLC shall be set forth above together with the signature of a member who has authority to execute this Agreement on behalf of the LLC. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (general partner for a Limited Partnership (LP) and a partner for other partnerships). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

ATTACHMENT A COUNTY BENCHMARK SPECIFICATIONS

ACCOUNT CLERK:

Receives and accounts for cash, checks and other negotiable items. Posts numerical data. Checks documents for numerical accuracy. Uses 10-key adding machine. May use personal computer or typewriter.

ACCOUNTING TECHNICIAN:

Full-charge bookkeeper. Establishes, maintains and controls highly complex financial and statistical records. Performs limited financial/fiscal data analysis. May supervise the work of other clerical employees.

ADMINISTRATIVE ASSISTANT:

Independently provides administrative services of limited scope, scale or complexity, or supports higher level administrative staff in more complex functions, and/or supervises a group of sub-professional staff providing support to a program or function. Must have a valid California driver's license and good driving record.

DATA ENTRY:

10,000 keystrokes per hour. Ability and skill to use computer equipment to complete a full range of data entry tasks.

ELECTION BALLOT COLLECTION CLERK:

Accepts and secures ballots from voters to expedite drop offs. May require standing outdoors all day in all weather conditions.

ELECTION BALLOT INSPECTION CLERK:

Prepares ballots for tabulation. Tasks include counting, examining for errors, and reconciliation of ballots and envelopes.

ELECTION CANDIDATE SERVICES ASSISTANT:

Assists in the process of candidate filing and voter guide preparation. Proficient in Microsoft Office and database entry. In charge of receiving, scanning and sending letters to candidates and/or committees. Responds to inquiries regarding financial disclosure forms at the front counter and over the phone.

ELECTION CANVASS CLERK:

Must be able to carry out simple mathematical calculations. Requires the ability to focus and to make accurate notations and simple mathematical calculations. Works with a variety of instruction, base documents and forms. Familiar with basic office equipment. Proficient in proofing and standard practices of recordkeeping.

ELECTION HAND COUNT SPECIALIST:

Works in a team of four to hand-count ballot contests to determine the outcome of an election in which automated tabulation is not used. Ability to complete highly specialized repetitive tasks.

ELECTION MANUAL TALLY SPECIALIST:

Works in a team of four to hand count specific ballot contests to verify the accuracy of the machine count. Ability to complete highly specialized repetitive tasks and keep accurate records.

ELECTION PHONE BANK REPRESENTATIVE:

Responsible for handling incoming phone calls in related to various election topics. Provide excellent customer service over the phone, be able to provide information related to polling place locations, where to vote, and answer other questions related to elections. Attention to detail, good listener, ability to learn election procedures. English/Spanish ideal.

ELECTION PRECINCT SERVICES RECRUITER:

Responsible for contacting existing and new volunteers to serve on Election Day. Provides information to each poll worker regarding hours, training, Election Day procedures, placement, and pay policies. Maintains contact throughout an election to troubleshoot for all polling place locations in compliance with code.

ELECTION PRECINCT SERVICES SPECIALIST:

Performs a variety of clerical tasks, working directly with program manager to oversee daily processing of incoming mail and faxes, record keeping and filing, coordinating recruiters field inspectors and other election workers. Must be proficient in Microsoft Office and be able to learn an elections information management system and California Elections Code.

ELECTION PRE/POST-LAT TECHNICIAN:

Works in a warehouse environment with computers and electronic equipment following technical written and oral instruction. Ability to lift 20-50 pounds and work standing 4 hours at a time. Possesses computer and electronic troubleshooting skills. Uses a barcode scanner.

ELECTION PROVISIONAL PROCESSING AIDE:

Processes provisional ballots using election code guidelines. Performs searches in the voter database and analyzes voter record information. Ability and skill to use a computer and be able to perform a full range of data entry and checking tasks.

ELECTION RECEPTIONIST:

Provides general customer service in the office and over the phone. Processes voters in the 29 day early voting period using the Elections Data Management System. Provides clerical assistance to all program areas. Works with a variety of office equipment and computer software programs.

ELECTION RECONCILIATION SPECIALIST:

Performs highly responsible tasks to reconcile Election Department ballots, voter rosters and election materials. Ability to analyze and check documents for numerical accuracy and work in a team oriented environment.

ELECTION RECOUNT SPECIALIST:

Works in a team of four to hand-count ballot contests to determine the outcome of an election in the event that a recount has been ordered. Ability to complete highly specialized repetitive tasks.

ELECTION REGISTRATION CLERK:

Performs a variety of general and/or specialized registration program area clerical activities within the Elections voter database such as processing voter registration cards, record maintenance, filing, checking, proofing and data entry. Individuals should be able to type 50 words per minute and have the ability to use a computer and analyze documents in a detail oriented manner.

ELECTION SORTING CLERK:

Processes election night ballots and supplies from polling locations. Sorts, tallies and accounts for all vote by mail and provisional ballots, supplies and documents for reconciliation. Individuals should be detail oriented and able to provide accurate counts of election materials.

ELECTION TABULATION TECHNICIAN:

Works with computers and large equipment. Ability to stand, bend, reach and lift 20 pounds. Requires basic math skills and the ability to use a 10-key for data entry.

ELECTION TRAINER:

Possesses detailed knowledge of Election Day preparation and procedures. Ability to train adults and high school students to work at a polling place on Election Day. Proficient in PowerPoint and public speaking.

ELECTION VOTE BY MAIL ASSISTANT:

Performs a variety of Vote By Mail tasks, working directly with program manager to oversee daily processing of mail, training, and canvass activities. Possesses a valid California driver's license and good driving record.

ELECTION VOTE BY MAIL CLERK:

Performs a variety of Vote By Mail and canvass tasks. Takes direction from the program manager or vote by mail assistant. Ability to complete repetitive tasks. Able to lift mail trays up to 25 lbs.

ELECTION WORKER:

Must attend several hours of training to develop an understanding of Elections Code and become proficient in performing all the services available to voters in a voting center or a polling place. Ability to work a 16 hour workday and provide excellent customer service following pertinent law.

FIELD INSPECTOR:

Possesses valid California driver's license, a good driving record and currently a registered voter. Requires detailed knowledge of polling place activities including facility compliance with ADA and Elections Code. Familiarity with current voting technology and closing a polling place including reconciliation. Drives between polling locations in a given territory in the County.

HOSPITAL CUSTODIAN (ENVIRONMENTAL SERVICES AIDE):

Assigned to Natividad Medical Center, performs routine cleaning of patient rooms, office areas, common areas and restrooms, keeping the Hospital clean and sanitary.

HOSPITAL FOOD SERVICES WORKER:

Assigned to Natividad Medical Center performs work in preparing and serving food, cleans kitchen, food serving utensils and equipment.

HOSPITAL MEDICAL UNIT CLERK:

Assigned to Natividad Medical Center performs a variety of clerical functions in support of doctors, nurses, and other staff in an assigned medical treatment area Incumbents perform a variety of record keeping, supply ordering, unit coordination and scheduling duties and handles difficult types of public contact.

HOSPITAL NURSING ASSISTANT:

Assigned to Natividad Medical Center assists Natividad Medical Center patients with activities of daily living and assists professional nursing personnel in providing patient care. Possession of a current California certificate as a Certified Nurse Assistant is highly desirable.

HOSPITAL STOREKEEPER:

Participates in the requisition, receipt, storage and delivery of records, equipment, materials and supplies within Natividad Medical Center.

INFORMATION TECHNOLOGY INFRASTRUCTURE PROFESSIONAL:

Performs analysis, design, implementation, and project management in the areas of network engineering, civil engineering, and/or unified and radio communications.

INFORMATION TECHNOLOGY OPERATIONS SPECIALIST:

Documents requests and processes them against departmental standards. Assists in data recovery and disaster management, maintains the data center infrastructure and monitors systems to ensure they are running properly. Assists in the configuration, installation, maintenance, and support of systems. Performs and manages backup operations

INFORMATION TECHNOLOGY PROGRAMMER ANALYST:

Performs information technology application program selection, analysis, design, development, configuration, construction, installation, maintenance, monitoring, support, and/or programming.

INFORMATION TECHNOLOGY TECHNICIAN:

Installs, tests, maintains, modifies, and repairs information technology equipment.

INVESTIGATIVE AIDE:

Must have a valid California driver's license and good driving record; know the functions of serving subpoenas and documenting service and/or non-service of the same; ability to pick up various forms of evidence (1 – 30 lbs.) from various law enforcement agencies; have the ability to know and learn various computer programs and the KARPEL case management System (input & export data), ability to duplicate discovery material (photocopy, digitally copy, electronically copy and transfer to various portable devices and storage drives); pick up jail mail and jail visiting information on inmates incarcerated; have the willingness to transport witnesses to and from court when needed—from airports and hotels in and out of Monterey County; ability to prepare PowerPoint (PP) presentations and integrate other computer programs into PP presentation and assist others in the setup of the same. Have the ability to interview and write brief reports when needed. Have the ability to testify in a Courtroom setting (34G10).

LABORER:

Ability to lift 50 lbs; performs labor duties such as hauling, lifting, or moving.

LEGAL SECRETARY:

Perform a variety of specialized secretarial and administrative support functions for one or more attorneys; performs other legal work as required. Uses computer and/or other office equipment to perform a variety of secretarial and administrative support (80B22).

LEGAL TYPIST:

Performs varied, complex and responsible Legal clerical and typing work for one or more attorneys. Ability and skill to use a computer and/or other office equipment to perform a variety of clerical support (80B11).

MEDICAL ASSISTANT:

Medical Assistant Certificate is required. Works alongside providers in outpatient clinics, carries out physicians' orders, performs patient care procedures as well as registration and check-in duties. Uses personal computers to maintain medical records in Electronic Medical Record system.

OFFICE ASSISTANT I

Manually or by using a typewriter, personal computer and other office equipment, performs a variety of general clerical activities within a record keeping system or program area such as forms processing, record maintenance, reception, filing, proofing, light typing, and assembling data.

OFFICE ASSISTANT II

Manually or by using a typewriter, personal computer and other office equipment, performs a variety of general and or specialized clerical activities within a record keeping system or program area such as forms processing, record maintenance, reception, filing, proofing, light typing, and assembling data.

OFFICE ASSISTANT III

Performs highly responsible and specialized clerical-technical work in a specific program or specialized record keeping system. May use personal computer or other office equipment to accomplish this.

OUTREACH REPRESENTATIVE:

English/Spanish bilingual/bi-literate, including proficiency with public speaking. Demonstrate a high level of cultural sensitivity to persons of interest including but not limited to those from language minority communities, disabilities groups, high school groups and seniors. Assist program manager in planning outreach activities, physically setting up at different locations throughout Monterey County, and conducting outreach at various events. Many events take place after business hours and on weekends. Must be familiar with Microsoft Office and hold a valid California driver's license.

PATIENT SERVICE REPRESENTATIVE:

Performs a variety of duties related to patient interviewing; verifying and documenting admission information; patient registration; appointment scheduling and other general office and clerical related tasks.

PETITION SPECIALIST:

Prepares and verifies signatures on state and local petitions. Ability to complete highly specialized repetitive tasks working with confidential information.

PROOF READER:

Proofs bilingual material (English/Spanish). Compares base documents to type-set documents to ensure that content and format matches originals. Works simultaneously with different documents which will be compiled into the voter guide. Flexibility to work on weekends and after hours with a frequently changing schedule is required.

SECRETARIAL ASSISTANT

Types 50 w.p.m. Uses a personal computer or typewriter to perform a variety of routine secretarial and clerical work with some responsibility for basic administrative detail.

SECRETARY

Types 50 w.p.m. Acts as secretary or personal assistant to a professional or administrative employee. Uses a personal computer or typewriter to perform a variety of secretarial support and minor administrative duties.

SENIOR ACCOUNT CLERK:

Performs moderately complex bookkeeping work requiring the application of a working knowledge of bookkeeping principles and following general departmental procedures.

SENIOR SECRETARY:

Types 50 w.p.m. Performs complex clerical and secretarial work tasks; completes routine administrative tasks directly related to the work of their supervisor(s); and performs other related work as required.

WAREHOUSE WORKER:

Performs warehouse duties of all levels of complexity, to include receipt, storage, inventory and issue supply and materials. May include clerical functions such as data input.

WEBSITE DESIGNER:

Creates, develops and maintains website. Proficiency with content management system and web design programs. May produce technical and graphical materials for website and provide support and basic training on content development and management.

WORD PROCESSOR

Types 50 w.p.m. Uses personal computer and knowledge of system specified to set up and prepare final documents from rough drafts. Heavy production work.

PROPOSED PRICE SCHEDULE

Company Name: Nova Management Inc.

Authorized Proposer: Carol De Leon Date: 9/16/2015

COUNTY TITLE	BILL RATE	PAY RATE
ACCOUNT CLERK	\$15.29-\$20.85	\$11.00-\$15.00
ACCOUNTING TECHNICIAN	\$20.85-\$27.80	\$15.00-\$20.00
ADMINISTRATIVE ASSISTANT	\$19.46-\$27.80	\$14.00-\$20.00
DATA ENTRY	\$15.09-\$19.46	\$11.00-\$14.00
ELECTION BALLOT COLLECTION CLERK	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION BALLOT INSPECTION CLERK	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION CANDIDATE SERVICES ASST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION CANVASS CLERK	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION HAND COUNT SPECIALIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION MANUAL TALLY SPECIALIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION PHONE BANK REPRESENTATIVE	\$16.68-\$23.63	\$12.00-\$17.00
ELECTION PRE/POST-LAT TECHNICIAN	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION PRECINCT SERVICES SPECIALIST	\$16.68-\$23.63	\$12.00-\$17.00
ELECTION PRECINCT SERVICES RECRUITER	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION PROVISIONAL PROCESSING AIDE	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION RECEPTIONIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION RECONCILIATION SPECIALIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION RECOUNT SPECIALIST	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION REGISTRATION CLERK	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION SORTING CLERK	\$16.68-\$20.85	\$12.00-\$15.00

Attachment B

COUNTY TILE	BILL RATE	PAY RATE
SECRETARIAL ASST	\$15.29-\$20.85	\$11.00-\$15.00
SECRETARY	\$18.07-\$23.63	\$13.00-\$17.00
SENIOR ACCOUNT CLERK	\$19.46-\$25.02	\$14.00-\$18.00
SENIOR SECRETARY	\$20.85-\$27.20	\$15.00-\$20.00
WAREHOUSE WORKER	\$16.68-\$20.85	\$12.00-\$15.00
WEBSITE DESIGNER	\$25.02-\$31.97	\$18.00-\$23.00
WORD PROCESSOR	\$18.07-\$23.63	\$13.00-\$17.00

*If County of Monterey refers candidate to WarpHire, a Service of Nova Management, County will receive a payroll discounted markup rate of 35% and 40% for professional positions

CONTRACTOR'S ADDITIONAL POSITIONS PRICE SCHEDULE (OPTIONAL)
--

Company Name: Nova Management Inc.

Name of authorized Proposer: Carol De Leon

Date 9/16/2015

COUNTY TITLE	CONTRACTOR'S MATCHING POSITION TITLE	BILL RATE MARK-UP	SPECIAL HOURLY RATE (Health and Medical Facilities)
CONTRACTOR'S ADDITIONAL Position(s) please list			
IT Infrastructure Professional	Network Administrator	44%	N/A
Medical Records Technician	Medical Records Technician	44%	N/A
WIB Coordinator	WIB Coordinator	39%	N/A
WIB Employment Rep I	WIB Employment Rep I	39%	N/A
WIB Employment Rep II	WIB Employment Rep II	39%	N/A
Accountant	Accountant	44%	N/A
Financial Analyst	Financial Analyst	44%	N/A
Graphic Designer	Graphic Designer	44%	N/A

If applicable, indicate special rate when assignment is at a Health or Medical Facility. Indicate N/A (not applicable), if CONTRACTOR does not have special rate(s).

**AMENDMENT #1
TO
COUNTYWIDE SERVICE AGREEMENT
BETWEEN
COUNTY OF MONTEREY
And
EMPLOYNET, INC.**

THIS AMENDMENT NO.1 is made to the Countywide Service Agreement for Temporary Employment Services by and between **EMPLOYNET, INC.**, hereinafter referred to as “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County” (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Countywide Service Agreement dated January 7, 2016, pursuant to Request for Proposals #10495 (RFP) which required, among other things, that the proposed vendor include a statement of minimum pay rates for specified positions; and

WHEREAS, the CONTRACTOR, formerly known as Nova Management, Inc, completed an Assignment and Assumption AGREEMENT with the County on May 5, 2017 assigning all of the obligations originally entered into with Nova Management, Inc. over to Employnet, Inc.; and

WHEREAS, wherever appearing in the Countywide Service Agreement, the term CONTRACTOR shall refer to **Employnet, Inc.** rather than to **Nova Management, Inc.**; and

WHEREAS, the Parties wish to amend the Countywide Service Agreement to extend the term for one (1) additional year to December 31, 2019 to allow CONTRACTOR to continue to provide services identified in the Countywide Service Agreement and as amended by this Amendment No.1.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

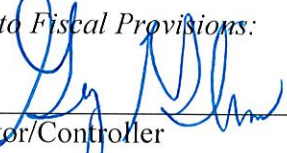
1. Amend Section 5.1 “**The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2018, with the option to extend this AGREEMENT for two (2) additional one (1) year periods.**” and replacing it with “**The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2019, with the option to extend this AGREEMENT for one (1) additional one (1) year period.**”
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer


Dated: 18 dec 2018


Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 12-17-18

Approved as to Liability Provisions:


Risk Management
Dated: _____

Approved as to Form:

Deputy County Counsel
Dated: 12/17/18

CONTRACTOR
By: 
Signature of Chair, President, or
Vice-President

Charles Tye President
Printed Name and Title

Dated: 12-11-18

By: 
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*

Jenny Le - Controller
Printed Name and Title

Dated: 12/12/18

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**AMENDMENT #2
TO
COUNTYWIDE SERVICE AGREEMENT
BETWEEN
COUNTY OF MONTEREY
And
EMPLOYNET, INC.**

THIS AMENDMENT NO.2 is made to the Countywide Service Agreement for Temporary Employment Services by and between **EMPLOYNET, INC.**, hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Countywide Service Agreement dated January 7, 2016, pursuant to Request for Proposals #10495 (RFP) which required, among other things, that the proposed vendor include a statement of minimum pay rates for specified positions; and

WHEREAS, the CONTRACTOR, formerly Nova Management, Inc, completed an Assignment and Assumption AGREEMENT with the County on May 5, 2017 assigning all of the obligations originally entered into with Nova Management, Inc. over to Employnet, Inc.; and

WHEREAS, wherever appearing in the Countywide Service Agreement, the term CONTRACTOR shall refer to **Employnet, Inc.** rather than to **Nova Management, Inc.**; and

WHEREAS, Agreement was amendment by the Parties on December 18, 2018 (hereinafter, "Amendment No. 1" to extend the term for one (1) additional year through December 31, 2019 with no increase to the Agreement's not to exceed amount; and

WHEREAS, the Parties wish to amend the Countywide Service Agreement to increase the minimum pay rate for several positions to a rate of no less than twelve dollars (\$12.00) per hour to meet the minimum wage requirement for the state of California retroactive to January 1, 2019.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

1. Attachment B: PROPOSED PRICE SCHEUDLE, dated September 16, 2015 is deleted in its entirety and replaced with Attachment B-2 PRICE SCHEDULE, dated January 1, 2019, attached hereto and made part of this Amendment No. 2, to bring all positions in compliance with the State of California minimum wage requirement that became effective January 1, 2019, and the rates set forth in Attachment B-2 PRICE SCHEDULE shall be applied retroactively to January 1, 2019.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: 1-22-19

Approved as to Fiscal Provisions:

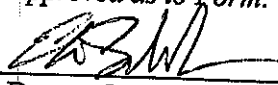
Deputy Auditor/Controller

Dated: 1-18-19

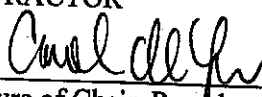
Approved as to Liability Provisions:

Risk Management

Dated: _____


Approved as to Form:

Deputy County Counsel

Dated: 1/18/19

CONTRACTOR
By: 
Signature of Chair, President, or Vice-President

Carol de Leon, VP Sales & Service
Printed Name and Title

Dated: 1/17/2019

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jenny Le, Controller
Printed Name and Title

Dated: 1/17/2019

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**ATTACHMENT B-2 PRICE SCHEDULE
EFFECTIVE JANUARY 1, 2019**

NOTE: Pay and bill rate increase to comply with minimum wage increase to \$12.00 per hour effective Jan 1, 2019.

Company Name: Employnet

Authorized Proposer: Carol De Leon Date: 01/01/2019

COUNTY TITLE	BILL RATE	PAY RATE
ACCOUNT CLERK	\$16.68-\$29.19	\$12.00-\$21.00
ACCOUNTING TECHNICIAN	\$20.85-\$34.75	\$15.00-\$25.00
ADMINISTRATIVE ASSISTANT	\$19.46-\$31.97	\$14.00-\$21.00
DATA ENTRY	\$16.68-\$20.85	\$12.00-\$15.00
ELECTION BALLOT COLLECTION CLERK	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION BALLOT INSPECTION CLERK	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION CANDIDATE SERVICES ASST	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION CANVASS CLERK	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION HAND COUNT SPECIALIST	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION MANUAL TALLY SPECIALIST	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION PHONE BANK REPRESENTATIVE	\$16.68-\$25.02	\$12.00-\$18.00
ELECTION PRE/POST-LAT TECHNICIAN	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION PRECINCT SERVICES SPECIALIST	\$16.68-\$25.02	\$12.00-\$18.00
ELECTION PRECINT SERVICES RECRUITER	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION PROVISIONAL PROCESSING AIDE	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION RECEPTIONIST	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION RECONCILIATION SPECIALIST	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION RECOUNT SPECIALIST	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION REGISTRATION CLERK	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION SORTING CLERK	\$16.68-\$22.24	\$12.00-\$16.00

COUNTY TITLE	BILL RATE	PAY RATE
ELECTION TABULATION TECHNICIAN	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION TRAINER	\$16.68-\$25.02	\$12.00-\$18.00
ELECTION VOTE BY MAIL ASST	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION VOTE BY MAIL CLERK	\$16.68-\$22.24	\$12.00-\$16.00
ELECTION WORKER	\$16.68-\$22.24	\$12.00-\$16.00
FIELD INSPECTOR	\$16.68-\$25.02	\$12.00-\$18.00
HOSPITAL CUSTODIAN	\$19.08-\$23.85	\$12.00-\$15.00
HOSPITAL FOOD SERVICE WORKER	\$19.08-\$23.85	\$12.00-\$15.00
HOSPITAL MEDICAL UNIT CLERK	\$19.08-\$23.85	\$12.00-\$15.00
HOSPITAL NURSING ASST	\$19.08-\$28.62	\$12.00-\$18.00
HOSPITAL STOREKEEPER	\$16.68-23.63	\$12.00-\$17.00
INVESTIGATIVE AIDE	\$20.85-\$25.02	\$15.00-\$18.00
IT INFRASTRUCTURE PROFESSIONAL	\$30.24-\$106.56	\$21.00-\$74.00
IT OPERATIONS SPECIALIST	\$21.60-\$86.40	\$15.00-\$60.00
IT PROGRAMMER ANALYST	\$31.68-\$73.44	\$22.00-\$51.00
IT TECHNICIAN	\$30.24-\$57.60	\$21.00-\$40.00
LABORER	\$16.68-\$20.85	\$12.00-\$15.00
LEGAL SECRETARY	\$20.85-\$26.41	\$15.00-\$19.00
LEGAL TYPIST	\$16.68-\$22.24	\$12.00-\$16.00
MEDICAL ASST	\$22.26-\$28.62	\$14.00-\$18.00
OFFICE ASST I	\$16.68-\$20.85	\$12.00-\$15.00
OFFICE ASST II	\$18.07-\$22.24	\$13.00-\$16.00
OFFICE ASST III	\$19.46-\$23.63	\$14.00-\$17.00
OUTREACH REPRESENTATIVE	\$18.07-\$25.02	\$13.00-\$18.00
PATIENT SERVICE REPRESENTATIVE	\$16.68-\$22.24	\$12.00-\$16.00
PETITION SPECIALIST	\$16.68-\$22.24	\$12.00-\$16.00
PROOF READER	\$16.68-\$25.02	\$12.00-\$18.00

COUNTY TILE	BILL RATE	PAY RATE
SECRETARIAL ASST	\$16.68-\$22.24	\$12.00-\$16.00
SECRETARY	\$18.07-\$25.02	\$13.00-\$21.00
SENIOR ACCOUNT CLERK	\$19.46-\$31.97	\$14.00-\$23.00
SENIOR SECRETARY	\$20.85-\$33.36	\$15.00-\$24.00
WAREHOUSE WORKER	\$16.68-\$22.24	\$12.00-\$16.00
WEBSITE DESIGNER	\$25.02-\$33.36	\$18.00-\$24.00
WORD PROCESSOR	\$18.07-\$25.02	\$13.00-\$18.00

*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions

**CONTRACTOR'S ADDITIONAL POSITIONS PRICE SCHEDULE
 (OPTIONAL)**

Company Name: Employnet

Name of authorized Proposer: Carol De Leon

Date 01/01/2019

COUNTY TITLE	CONTRACTOR'S MATCHING POSITION TITLE	BILL RATE MARK-UP	SPECIAL HOURLY RATE (Health and Medical Facilities)
CONTRACTOR'S ADDITIONAL Position(s) please list			
IT Infrastructure Professional	Network Administrator	44%	N/A
Medical Records Technician	Medical Records Technician	44%	N/A
WIB Coordinator	WIB Coordinator	39%	N/A
WIB Employment Rep I	WIB Employment Rep I	39%	N/A
WIB Employment Rep II	WIB Employment Rep II	39%	N/A
Accountant	Accountant	44%	N/A
Financial Analyst	Financial Anayst	44%	N/A
Graphic Designer	Graphic Designer	44%	N/A

If applicable, indicate special rate when assignment is at a Health or Medical Facility. Indicate N/A (not applicable, if CONTRACTOR does not have special rate(s).

*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions, 54% for medical positions.

-- End of Attachment B-2 --

**AMENDMENT #3
TO
COUNTYWIDE SERVICE AGREEMENT
BETWEEN
COUNTY OF MONTEREY
And
EMPLOYNET, INC.**

THIS AMENDMENT NO. 3 is made to the Countywide Service Agreement for Temporary Employment Services by and between **EMPLOYNET, INC.**, hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Countywide Service Agreement dated January 7, 2016, pursuant to Request for Proposals #10495 (RFP) which required, among other things, that the proposed vendor include a statement of minimum pay rates for specified positions; and

WHEREAS, the CONTRACTOR, formerly Nova Management, Inc, completed an Assignment and Assumption AGREEMENT with the County on May 5, 2017 assigning all of the obligations originally entered into with Nova Management, Inc. over to Employnet, Inc.; and

WHEREAS, wherever appearing in the Countywide Service Agreement, the term CONTRACTOR shall refer to **Employnet, Inc.** rather than to **Nova Management, Inc.**; and

WHEREAS, Agreement was amended by the Parties on December 18, 2018 (hereinafter, "Amendment No. 1" to extend the term for one (1) additional year through December 31, 2019 with no increase to the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 22, 2019 (hereinafter, "Amendment No. 2" to increase the minimum pay rate for several positions to a rate of no less than twelve dollars (\$12.00) per hour to meet the minimum wage requirement for the state of California retroactive to January 1, 2019; and

UP
WHEREAS, the Parties wish to amend the Countywide Service Agreement to extend the term for one (1) additional ^{year} ~~year~~ through December 31, 2020 and increase the minimum pay rate for several positions to a rate of no less than thirteen dollars (\$13.00) per hour to meet the minimum wage requirement for the state of California effective January 1, 2020.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

1. Amend Section 5.1 "The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2019, with the option to extend this AGREEMENT for one (1) additional one (1) year period." and replacing it with

“The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2020.”

2. ATTACHMENT B-2: PRICE SCHEUDLE, dated January 1, 2019 is deleted in its entirety and replaced with ATTACHMENT B-3 PRICE SCHEDULE, dated November 18, 2019, attached hereto, and made part of this Amendment No. 3, to bring all positions in compliance with the State of California minimum wage requirement that becomes effective January 1, 2020, and the rates set forth in ATTACHMENT B-3 PRICE SCHEDULE shall be applied January 1, 2020.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Debra Wills
Contracts/Purchasing Officer

Dated: 19 Dec 2019

Approved as to Fiscal Provisions:

B. Masera
Deputy Auditor/Controller

Dated: 12/18/19

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Ilaina Pantel
Deputy County Counsel

Dated: 12/18/19

EMPLOYNET, INC

By: [Signature]
Signature of Chair, President, or
Vice-President

Charles Tye President
Printed Name and Title

Dated: 12-10-19

By: [Signature]
(Signature of Secretary/ Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*

Carol deLeon, VP Sales
Printed Name and Title

Dated: 12/10/2019

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

**ATTACHMENT B-3 PRICE SCHEDULE
 EFFECTIVE JANUARY 1, 2020**

NOTE: Pay and bill rate increase to comply with minimum wage increase to \$13.00 per hour effective Jan. 1, 2020

Company Name: Employnet, Inc.

Authorized Proposer: Carol De Leon Date: 11/18/2019

COUNTY TITLE	BILL RATE	PAY RATE
ACCOUNT CLERK	\$18.07-\$30.58	\$13.00-\$22.00
ACCOUNTING TECHNICIAN	\$20.85-\$36.14	\$15.00-\$26.00
ADMINISTRATIVE ASSISTANT	\$19.46-\$30.58	\$14.00-\$22.00
DATA ENTRY	\$18.07-\$22.24	\$13.00-\$16.00
ELECTION BALLOT COLLECTION CLERK	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION BALLOT INSPECTION CLERK	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION CANDIDATE SERVICES ASST	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION CANVASS CLERK	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION HAND COUNT SPECIALIST	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION MANUAL TALLY SPECIALIST	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION PHONE BANK REPRESENTATIVE	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION PRE/POST-LAT TECHNICIAN	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION PRECINCT SERVICES SPECIALIST	\$18.07-\$26.41	\$13.00-\$19.00
ELECTION PRECINT SERVICES RECRUITER	\$18.07-\$27.80	\$13.00-\$20.00
ELECTION PROVISIONAL PROCESSING AIDE	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION RECEPTIONIST	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION RECONCILIATION SPECIALIST	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION RECOUNT SPECIALIST	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION REGISTRATION CLERK	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION SORTING CLERK	\$18.07-\$23.63	\$13.00-\$17.00

COUNTY TILE	BILL RATE	PAY RATE
ELECTION TABULATION TECHNICIAN	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION TRAINER	\$18.07-\$26.41	\$13.00-\$19.00
ELECTION VOTE BY MAIL ASST	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION VOTE BY MAIL CLERK	\$18.07-\$23.63	\$13.00-\$17.00
ELECTION WORKER	\$18.07-\$23.63	\$13.00-\$17.00
FIELD INSPECTOR	\$18.07-\$26.41	\$13.00-\$19.00
HOSPITAL CUSTODIAN	\$18.07-\$23.63	\$13.00-\$17.00
HOSPITAL FOOD SERVICE WORKER	\$18.07-\$23.63	\$13.00-\$17.00
HOSPITAL MEDICAL UNIT CLERK	\$18.07-\$23.63	\$13.00-\$17.00
HOSPITAL NURSING ASST	\$18.07-\$26.41	\$13.00-\$19.00
HOSPITAL STOREKEEPER	\$18.07-\$25.02	\$13.00-\$18.00
INVESTIGATIVE AIDE	\$22.24-\$26.41	\$16.00-\$19.00
IT INFRASTRUCTURE PROFESSIONAL	\$29.19-102.86	\$21.00-\$74.00
IT OPERATIONS SPECIALIST	\$20.85-\$83.40	\$15.00-\$60.00
IT PROGRAMMER ANALYST	\$30.58-\$70.89	\$22.00-\$51.00
IT TECHNICIAN	\$29.19-\$55.60	\$21.00-\$40.00
LABORER	\$18.07-\$23.63	\$13.00-\$17.00
LEGAL SECRETARY	\$20.85-\$30.58	\$13.00-\$17.00
LEGAL TYPIST	\$18.07-\$25.02	\$13.00-\$18.00
MEDICAL ASST	\$19.46-\$26.41	\$13.00-\$18.00
OFFICE ASST I	\$18.07-\$23.63	\$13.00-\$17.00
OFFICE ASST II	\$19.46-\$25.02	\$14.00-\$18.00
OFFICE ASST III	\$20.85-\$27.80	\$15.00-\$20.00
OUTREACH REPRESENTATIVE	\$19.46-\$27.80	\$14.00-\$20.00
PATIENT SERVICE REPRESENTATIVE	\$18.07-\$23.63	\$13.00-\$17.00
PETITION SPECIALIST	\$18.07-\$23.63	\$13.00-\$17.00
PROOF READER	\$18.07-\$27.80	\$13.00-\$20.00
SECRETARIAL ASST	\$18.07-\$27.80	\$13.00-\$20.00

COUNTY TILE	BILL RATE	PAY RATE
SECRETARY	\$19.46-\$30.58	\$14.00-\$22.00
SENIOR ACCOUNT CLERK	\$20.85-\$34.75	\$15.00-\$25.00
SENIOR SECRETARY	\$20.85-\$34.75	\$15.00-\$25.00
WAREHOUSE WORKER	\$18.07-\$23.63	\$13.00-\$17.00
WEBSITE DESIGNER	\$25.02-\$34.75	\$18.00-\$25.00
WORD PROCESSOR	\$18.07-\$26.41	\$13.00-\$19.00

*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions.

**CONTRACTORS ADDITIONAL POSITIONS PRICE SCHEDULE
 (OPTIONAL)**

NOTE: Pay and bill rate increase to comply with minimum wage increase to \$13.00 per hour effective Jan. 1, 2020

Company Name: Employnet

Authorized Proposer: Carol De Leon Date: 11/25/2019

COUNTY TITLE	CONTRACTOR'S MATCHING POSITION TITLE	REGULAR HOURLY RATE	SPECIAL HOURLY RATE (Health & Medical Facilities)
CONTRACTOR'S ADDITIONAL Position(s) please list			
IT Infrastructure Professional	Network Administrator	44%	N/A
Medical Records Technician	Medical Records Technician	44%	N/A
WIB Coordinator	WIB Coordinator	39%	N/A
WIB Employment Rep I	WIB Employment Rep I	39%	N/A
WIB Employment Rep II	WIB Employment Rep II	39%	N/A
Accountant	Accountant	44%	N/A
Financial Analyst	Financial Analyst	44%	N/A
Graphic Designer	Graphic Designer	44%	N/A

If applicable, indicate special rate when assignment is at a Health or Medical Facility. Indicate N/A (not applicable), if CONTRACTOR does not have special rate(s).

*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions, 54% for medical positions.

-- End of Attachment B-3 --

**AMENDMENT #4
TO
COUNTYWIDE SERVICE AGREEMENT
BETWEEN
COUNTY OF MONTEREY
And
EMPLOYNET, INC.**

THIS AMENDMENT NO. 4 is made to the Countywide Service Agreement for Temporary Employment Services by and between **EMPLOYNET, INC.**, hereinafter referred to as “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County” (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Countywide Service Agreement dated January 7, 2016, pursuant to Request for Proposals #10495 (RFP) which required, among other things, that the proposed vendor include a statement of minimum pay rates for specified positions; and

WHEREAS, the CONTRACTOR, formerly Nova Management, Inc, completed an Assignment and Assumption AGREEMENT with the County on May 5, 2017 assigning all of the obligations originally entered into with Nova Management, Inc. over to Employnet, Inc.; and

WHEREAS, wherever appearing in the Countywide Service Agreement, the term CONTRACTOR shall refer to **Employnet, Inc.** rather than to **Nova Management, Inc.**; and

WHEREAS, Agreement was amended by the Parties on December 18, 2018 (hereinafter, “Amendment No. 1” to extend the term for one (1) additional year through December 31, 2019 with no increase to the Agreement’s not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 22, 2019 (hereinafter, “Amendment No. 2” to increase the minimum pay rate for several positions to a rate of no less than twelve dollars (\$12.00) per hour to meet the minimum wage requirement for the state of California retroactive to January 1, 2019; and

WHEREAS, Agreement was amended by the Parties on December 19, 2019 (hereinafter, “Amendment No. 3” to extend the term for one (1) additional year through December 31, 2020 and to increase the minimum pay rate for several positions to a rate of no less than thirteen dollars (\$13.00) per hour to meet the minimum wage requirement for the state of California beginning January 1, 2020; and

WHEREAS, the Parties wish to amend the Countywide Service Agreement to extend the term for six (6) additional months through June 30, 2021 to allow a new RFP to be completed and increase the minimum pay rate for several positions to a rate of no less than fourteen dollars (\$14.00) per hour to meet the minimum wage requirement for the state of California effective January 1, 2021.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

1. Amend Section 5.1 **“The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2019, with the option to extend this AGREEMENT for one (1) additional one (1) year period.”** and replacing it with **“The initial term shall commence with the signing of this AGREEMENT through and including June 30, 2021.”**
2. ATTACHMENT B-3: PRICE SCHEUDLE, dated January 1, 2020 is deleted in its entirety and replaced with ATTACHMENT B-4 PRICE SCHEDULE, dated November 25, 2020, attached hereto, and made part of this Amendment No. 4, to bring all positions in compliance with the State of California minimum wage requirement that becomes effective January 1, 2021, and the rates set forth in ATTACHMENT B-4 PRICE SCHEDULE shall be applied January 1, 2021.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on January 7, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

EMPLOYNET, INC.

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
Contracts/Purchasing Officer

DocuSigned by:
Charles Tope
By: _____
Signature of Chair, President, or Vice-President

Dated: 12/4/2020 | 3:46 PM PST

Charles Tope President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 12/3/2020 | 11:44 AM PST

DocuSigned by:
Gary Giboney
Deputy Auditor/Controller

DocuSigned by:
Carol deLeon
By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated: 12/4/2020 | 3:22 PM PST

Carol deLeon VP
Printed Name and Title

Approved as to Liability Provisions:

Dated: 12/3/2020 | 4:53 PM PST

Risk Management
Dated: _____

Approved as to Form:

DocuSigned by:
Marina Pantchenko
Deputy County Counsel

Dated: 12/4/2020 | 3:15 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

ATTACHMENT B-4 PRICE SCHEDULE EFFECTIVE JANUARY 1, 2021

NOTE: Pay and bill rate increase to comply with minimum wage increase to \$14.00 per hour effective Jan. 1, 2021

Company Name: Employnet, Inc.

Authorized Proposer: Carol De Leon **Date:** November 25, 2020

COUNTY TITLE	2021 PAY RATE	2021 BILL RATE
ACCOUNT CLERK	14.00 - 23.00	19.46 - 31.97
ACCOUNTING TECHNICIAN	16.00 - 27.00	22.24 - 37.53
ADMINISTRATIVE ASSISTANT	15.00 - 23.00	20.85 - 31.97
DATA ENTRY	14.00 - 17.00	19.46 - 23.63
ELECTION BALLOT COLLECTION CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION BALLOT INSPECTION CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION CANDIDATE SERVICES ASST	14.00 - 18.00	19.46 - 25.02
ELECTION CANVASS CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION HAND COUNT SPECIALIST	14.00 - 18.00	19.46 - 25.02
ELECTION MANUAL TALLY SPECIALIST	14.00 - 18.00	19.46 - 25.02
ELECTION PHONE BANK REPRESENTATIVE	14.00 - 18.00	19.46 - 25.02
ELECTION PRE/POST-LAT TECHNICIAN	14.00 - 18.00	19.46 - 25.02
ELECTION PRECINCT SERVICES SPECIALIST	14.00 - 20.00	19.46 - 27.80
ELECTION PRECINCT SERVICES RECRUITER	14.00 - 18.00	19.46 - 25.02
ELECTION PROVISIONAL PROCESSING AIDE	14.00 - 18.00	19.46 - 25.02
ELECTION RECEPTIONIST	14.00 - 18.00	19.46 - 25.02
ELECTION RECONCILIATION SPECIALIST	14.00 - 18.00	19.46 - 25.02
ELECTION RECOUNT SPECIALIST	14.00 - 18.00	19.46 - 25.02
ELECTION REGISTRATION CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION SORTING CLERK	14.00 - 18.00	19.46 - 25.02

ELECTION TABULATION TECHNICIAN	14.00 - 18.00	19.46 - 25.02
ELECTION TRAINER	14.00 - 20.00	19.46 - 27.80
ELECTION VOTE BY MAIL ASST	14.00 - 18.00	19.46 - 25.02
ELECTION VOTE BY MAIL CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION WORKER	14.00 - 18.00	19.46 - 25.02
FIELD INSPECTOR	14.00 - 20.00	19.46 - 27.80
HOSPITAL CUSTODIAN	14.00 - 18.00	22.26 - 28.62
HOSPITAL FOOD SERVICE WORKER	14.00 - 18.00	22.26 - 28.62
HOSPITAL MEDICAL UNIT CLERK	14.00 - 18.00	19.46 - 25.02
HOSPITAL NURSING ASST	14.00 - 20.00	22.26 - 31.80
HOSPITAL STOREKEEPER	14.00 - 19.00	22.26 - 30.21
INVESTIVATIVE AIDE	17.00 - 20.00	23.63 - 27.80
IT INFRASTRUCTURE PROFESSIONAL	22.00 - 75.00	30.58 - 104.25
IT OPERATIONS SPECIALIST	16.00 - 61.00	22.24 - 84.79
IT PROGRAMMER ANALYST	23.00 - 52.00	31.97 - 72.28
IT TECHNICIAN	22.00 - 41.00	30.58 - 56.99
LABORER	14.00 - 18.00	19.46 - 25.02
LEGAL SECRETARY	16.00 - 23.00	22.24 - 31.97
LEGAL TYPIST	14.00 - 19.00	19.46 - 26.41
MEDICAL ASST	15.00 - 20.00	23.85 - 31.80
OFFICE ASST I	14.00 - 18.00	19.46 - 25.02
OFFICE ASST II	15.00 - 19.00	20.85 - 26.41
OFFICE ASST III	16.00 - 19.00	22.24 - 26.41
OUTREACH REPRESENTATIVE	15.00 - 20.00	20.85 - 27.80
PETITION SPECIALIST	14.00 - 18.00	19.46 - 25.02
PROOF READER	14.00 - 21.00	19.46 - 29.19
SECRETARIAL ASST	14.00 - 21.00	19.46 - 29.19
SECRETARY	15.00 - 23.00	20.85 - 31.97

SENIOR ACCOUNT CLERK	16.00 - 26.00	22.24 - 36.14
SENIOR SECRETARY	16.00 - 26.00	22.24 - 36.14
WAREHOUSE WORKER	14.00 - 18.00	19.46 - 25.02
WEBSITE DESIGNER	19.00 - 26.00	26.41 - 36.14
WORD PROCESSOR	14.00 - 20.00	19.46 - 27.80

**CONTRACTORS ADDITIONAL POSITIONS PRICE SCHEDULE
(OPTIONAL)**

COUNTY TITLE	CONTRACTOR'S MATCHING POSITION TITLE	REGULAR HOURLY RATE	SPECIAL HOURLY RATE (Health & Medical Facilities)
CONTRACTOR'S ADDITIONAL Position(s) please list			
IT Infrastructure Professional	Network Administrator	44%	N/A
Medical Records Technician	Medical Records Technician	44%	N/A
WIB Coordinator	WIB Coordinator	39%	N/A
WIB Employment Rep I	WIB Employment Rep I	39%	N/A
WIB Employment Rep II	WIB Employment Rep II	39%	N/A
Accountant	Accountant	44%	N/A
Financial Analyst	Financial Analyst	44%	N/A
Graphic Designer	Graphic Designer	44%	N/A

If applicable, indicate special rate when assignment is at a Health or Medical Facility. Indicate N/A (not applicable), if CONTRACTOR does not have special rate(s).

*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions, 54% for medical positions.

-- End of Attachment B-4 --