# **Standard Professional Services Agreement ("PSA")**

Revision G - June 2016

# AGREEMENT FOR PROFESSIONAL SERVICES Temporary Services RFP 2021

This agreement ("Agreement"), dated as of November 15, 2021 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Howroyd Wright Employment Agency, Inc. dba AppleOne Employment Services**, a California Corporation (hereinafter "Consultant").

# RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in providing temporary help employment services and related services; and

WHEREAS, in the judgment of the Director of Human Resources it is necessary and desirable to employ the services of Consultant for temporary help employment services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

# AGREEMENT

# 1. Scope of Services.

- 1.1 <u>Consultant's Specified Services</u>. Consultant shall perform the services described in <u>Exhibit A</u>, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in <u>Exhibit A</u> and pursuant to <u>Article 7</u>, Prosecution of Work. In the event of a conflict between the body of this Agreement and <u>Exhibit A</u>, the provisions in the body of this Agreement shall control.
- 1.2 <u>Cooperation With County</u>. Consultant shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

# 1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

- b. Any and all persons identified in this Agreement or any Exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- 2. <u>Payment</u>. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in **Exhibit B** provided, however, that total payments to Consultant shall not exceed \$2,500,000.00, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to <u>Article 12</u>. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. <u>Term of Agreement</u>. The term of this Agreement shall be from **January 1, 2022 to December 31, 2024**, with the option to renew for three one-year terms unless terminated earlier in accordance with the provisions of <u>Article 4</u> below.

# 4. Termination.

4.1 <u>Termination Without Cause</u>. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

- 4.2 <u>Termination for Cause</u>. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 4.3 <u>Delivery of Work Product and Final Payment Upon Termination</u>. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 4.4 <u>Payment Upon Termination</u>. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to <u>Section 4.2</u>, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.
- 4.5 <u>Authority to Terminate</u>. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Human Resources Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.
- 5. <u>Indemnification</u>. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent acts or willful misconduct during their performance under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent acts or willful misconduct during their performance under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel of County's choosing at County's expense. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 6. <u>Insurance</u>. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in <u>Exhibit C</u>, which is attached hereto and incorporated herein by this reference.
- 7. <u>Prosecution of Work</u>. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

# 9. Representations of Consultant.

- 9.1 <u>Standard of Care</u>. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.
- 9.2 <u>Status of Consultant</u>. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to <u>Article 4</u>, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 9.3 <u>No Suspension or Debarment</u>. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County
- 9.4 <u>Taxes</u>. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.
- 9.5 <u>Records Maintenance</u>. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 9.6 <u>Conflict of Interest</u>. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be

- employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.
- 9.7 <u>Statutory Compliance/Living Wage Ordinance</u>. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 9.8 <u>Nondiscrimination</u>. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 9.9 <u>AIDS Discrimination</u>. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 9.10 <u>Assignment of Rights</u>. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.
- 9.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Consultant shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.
- 9.12 <u>Authority</u>. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.
- 10. <u>Demand for Assurance</u>. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due

performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

- 11. <u>Assignment and Delegation</u>. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 12. <u>Method and Place of Giving Notice</u>, <u>Submitting Bills and Making Payments</u>. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Deena Thompson-Stalder, R & C

Human Resources Department

575 Administration Drive, Suite 116B

Santa Rosa, CA 95403

TO: CONSULTANT: Jan Knight, Project Manager

Howroyd Wright Employment Agency, Inc.,

dba AppleOne Employment Services

16371 Beach Blvd., Suite 240 Huntington Beach, CA 92647

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

# 13. Miscellaneous Provisions.

- 13.1 <u>No Waiver of Breach</u>. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 13.3 <u>Consent</u>. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 13.4 <u>No Third Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

- 13.5 <u>Applicable Law and Forum</u>. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 13.6 <u>Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 13.7 <u>Merger</u>. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 13.8. <u>Survival of Terms</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 13.9 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: HOWROYD WRIGHT EMPLOYMENT AGENCY, INC. DBA	COUNTY: COUNTY OF SONOMA
APPLEONE EMPLOYMENT SERVICES	CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:
By:	Sebstiff(elign coot(i)).
Title:	By:
Date:	Christina Cramer Director of Human Resources
	Date:
	APPROVED AS TO FORM FOR COUNTY:
	By:
	Title:
	Date:
	EXECUTED BY:
	By: Christina Cramer Director of Human Resources
	Date:

# EXHIBIT A SCOPE OF SERVICES

- 1. **Master Service Plan Outline:** Contractor will meet with county representatives to revise the implementation plan in place as referenced in Contractor's proposal on page 37. As a supplier of the County of Sonoma since 2016, Contractor has a comprehensive service plan in place for the various departments of the County.
- 2. **Department Work Plans:** Contractor will utilize the department service plans currently in place to ensure continued successful placement of temporary staffing employees; and will continue the practice of meeting with County manages to update these plans regularly and as needs arise.
- 3. **Recruitment:** Contract will ensure a sufficient number of qualifies persons are readily available to meet the County's temporary help needs by aggressively recruiting such individuals for assignment at the county as stated within the "Recruitment Methodologies" narrative section on pages 20-22 of the Contractor's proposal.
- 4. **Pre-placement Screening and Selection Services:** contractor will ensure that a sufficient number of qualified persons are readily available to meet the County's temporary help needs by aggressively recruiting such individuals for placement with the County as stated within the following narrative sections on pages 20-28 of Contractor's proposal:
  - a. The following narrative sections are referenced from Contractor's proposal:
    - i. Skills Screening Methodology: page 22-24
    - ii. Background Checks and Drug Screenings: page 25-27
    - iii. Reference Checks: Page 28
- 5. **Orientation** Services: Contractor will provide the internal and customized orientation for each of Contractor's temporary workers prior to assignment at the County as outlined within the "Employee Orientation" narrative section on page 17 of Contractor's proposal. Contractor will also create a customized orientation brochure for each department, if requested, that addresses the department's unique needs.
- 6. **Ordering:** contractor will accept orders placed by phone, fax, email, and/or online-order entry. Regardless of the method used to place an order, Contractor will provide quick order fulfillment, as stated within the "Job Order Process" narrative section on page 29-30 of Contractor's proposal, and any needed follow-up to ensure that the most qualified personnel are assigned to work at the County.
- 7. **Confirmation Services:** Contractor will make an arrival time telephone call to the County representative(s) who placed the job order request within 30 minutes of the temporary worker's scheduled arrival time. Contractor will also make a quality control call to the County representative who placed the request on the first day of each new assignment to confirm that the temporary candidate(s) is/are performing up to the County's expectations. Contractor will check weekly (or more frequently, if necessary) with the County to ascertain the quality of the employee's performance, as stated within the "Confirmation & Follow-Up Triple Check System" narrative section on page 30-31 of Contractor's proposal.
- 8. **Service Guarantee:** In the event that a temporary staffing employee does not initially meet performance standards, the Contractor agrees not to charge the County for the eight (8) hours worked by that employee, as stated within the "Service Guarantee" narrative section on page 31 of the Contractor's proposal
- 9. **Account Assessment Services**: Contractor will take affirmative steps as stated within the "Needs Assessment Qualify Control Program" narrative section on pages 32-33 of the Contractor's proposal to ensure County's satisfaction with Contractor's services.
- 10. **Temporary Staff Supervision, Evaluation, and Follow-Up Services:** Contractor will ensure quality control and client satisfaction by taking affirmative steps as indicated within the

- "Supervision, Evaluation & Follow-up Quality Assurance Surveys" narrative section on pages 33-34 of Contractor's proposal. Contractor will conduct regular meetings with appropriate County representative(s) to emphasize careful and frequent planning and feedback, periodic corporate and quality reviews, and regular project meeting.
- 11. **90-Day Notification Services:** Contractor shall notify the appropriate County personnel in each department of any employee of Contractor on assignment at the County who is approaching the 90-day limit imposed by Government Code 31000.4. Contractor will also provide appropriate follow-up to the County as required.
- 12. **Invoicing:** Contractor will provide accurate and timely weekly billings for Contractor employees' services in the manner represented within the "Billing Process: narrative section on pages 35-36 of Contractor's proposal. Contractor shall not charge County for the first eight hours worked by an unsatisfactory employee.
- 13. **Reporting Services:** Contractor will provide County customized reporting services as stated within the "Management Reports" narrative section on pages 39 of Contractor's proposal.
- 14. **Transition of Services:** Contractor agrees to allow any temporary agency employee assigned to work at the County to transition from Contractor to County extra-help at any time within the 90-day period without cost to the County or Contractor's temporary worker, as stated on page 37-38 of Contractor's proposal.
- 15. **Background Checks:** Contractor agrees to provide background screenings for temporary staffing workers supplied to the County, as stated within the following narrative sections on pages 18 and 25-27 of the Contractor's proposal.
  - a. The following narrative sections are referenced from Contractor's Proposal:
    - i. Consumer Reporting Agency: page 18
    - ii. Background Checks & Drug Screenings; page 25-27
    - iii. Reference Checks: page 28
- 16. **Web-based timekeeping:** Contractor offers the county the Web-based Time Capture system, a value added service, as stated within the "Web-based Time Capture: narrative section on page 36 of the Contractor's proposal.
- 17. **Training and Support Services:** contractor offers to provide the County with Training and Support Services, as stated within the "Training and Support Services" narrative section on pages 16-17 of Contractor's proposal.
- 18. **Implementation and Transition Services:** Contractor will provide appropriate implementation and transitioning plans and meetings with County to facilitate continuous service, as stated within the "Contract Administration Implementation Plan" narrative section on pages 37-38 of Contractor's proposal.



Payroll Clerk	1
Programmer Analyst	1
Receptionist	1
Receptionist Bilingual	1
Secretary	1
Secretary Bilingual	1
Senior Legal Processor	1
Senior Network Analyst	1
Senior Office Assistant	2
Senior Office Assistant Bilingual	2
Senior Programmer Analyst	0
Senior Storekeeper (Warehouse)	1
Senior Systems Support Technician	1
Social Work Assistant	0
Storekeeper (Warehouse)	1
Systems Software Analyst	1
Systems Support Technician	1
Telephone Operator	1
Voter Registration Clerk	1

5. A general description of training and/or support services your firm will provide those referred to the County in response to requests for temporary staffing services.

Much of the training that AppleOne provides is similar for its full-time staff and temporary employees. This includes software training, safety training and awareness, and continuous training. Additionally, on-the-job instruction and supervision is provided to AppleOne's temporary employees, and support intensive staff training is given to all of AppleOne's full-time support staff.

## SOFTWARE TRAINING

AppleOne strives to maintain positive relationships with its associates, encouraging them to hone their skills. Once temporary personnel are assigned to positions with the SJCCD, AppleOne will provide them with continual training in all skill areas associated with each position.

AppleOne has a wide variety of training tools. For example, we maintain a full library of cutting-edge educational programs that are targeted to enhance temporary associates' proficiency in a number of areas, including customer service, self-assurance, computer programs, managerial skills, etc. These programs are available for review on video. Utilizing AppleOne's library has proven very effective in educating our temporary employee roster.

Similarly, AppleOne's branch locations provide specific training on customer service techniques through our Interactive Computer-Based Training (CBT) for customer service candidates. This training presents the

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APPLEONE EMPLOYMENT SERVICES, RFP RESPONSE
USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.



candidates with multiple simulated exercises, coaching, reviews, and feedback, and is ideal for candidates vying for positions where heavy phone traffic or public interaction is predicted.

### EMPLOYEE ORIENTATION

Once an associate is identified for placement for the SJCCD, the Project Manager will assist in acclimating the associate to the SJCCD working environment by conducting a thorough department-specific orientation and will provide the associate with an orientation brochure. The brochure will be kept on file at the branch location and shall be reviewed with each temporary associate prior to assignment. This orientation brochure covers, at a minimum, the following subjects:

- Dress code
- Working hours
- Parking
- Phone number
- Directions
- Supervisor name
- Dates of work
- Time card preparation

AppleOne will also include any other information which the SJCCD may determine to be important as a part of this Orientation Brochure. We have included a sample of our standard orientation brochure in the "Additional Information" section of this Proposal.

# SAFETY TRAINING AND AWARENESS

AppleOne provides its employees general safety training applicable to the average work environment. Though it is the responsibility of the client to provide any job-specific safety training as required by local, state and/or federal regulations, AppleOne can copy any training conducted by the SJCCD and provide them in-house for employees assigned to the project. In addition, at the time of registration, AppleOne requires our temporary candidates to follow our safety guidelines that are specified in our Injury & Illness Prevention Program. This includes, but is not limited to, viewing our safety videos and taking the corresponding safety test.

Every temporary employee is responsible for following all safety regulations and for reporting unsafe conditions to management as soon as possible. The objective of AppleOne Risk Management is to reduce the number of disabling injuries and illnesses to a minimum, not merely keeping with, but surpassing the best experience of other operations similar to ours. Our goal is "ZERO" occupational injuries and illnesses.

### SEXUAL HARASSMENT TRAINING

AppleOne is committed to providing a workplace free of sexual harassment as well as harassment and/or discrimination based on such factors as race, color, religion, national origin, ancestry, age, medical condition, sexual orientation, marital status, disability, or veteran status. AppleOne strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers.

AppleOne provides information in our Welcome Brochures about sexual harassment, communicating our HR harassment hotline number, and we provide training to supervisory temps when notified to do so. We can



provide extensive training upon request to all temporary employees on assignment, which can include a webinar, video, and training materials.

6. For each job class (Attachment B) for which you will be providing temporary placement services, provide the hourly bill rate/bill rate range that your agency will charge the County for each calendar year of the proposed agreement, and preferably include the salary/salary range that your agency will pay the employee. Additionally, provide information on the benefits for which your temporary employees may be eligible.

### Bill Rate Range & Salary Information

Please refer to Section III. Cost of Service of this Proposal for AppleOne's bill rate range and salary range information

#### Benefits

As part of our overall retention efforts, AppleOne provides numerous benefits and incentives to its temporary employees. These include a 401(k) plan, comprehensive medical benefits, bonus and incentive programs, and continuing education opportunities. We have included benefits documentation at the end of this Proposal section for your reference.

7. Provide the name of the consumer reporting agency you use to conduct background investigations, and attach the consumer reporting agency's bill rates.

To assure that our clients work with the most qualified temporary associates, AppleOne utilizes our affiliate, A-Check America, to conduct extensive pre-employment screening. In addition to references and education verification, pre-screening may include drug screens, criminal background checks, social security checks, and DMV verifications. A-Check's services are available for AppleOne's temporary associates as well as the County's permanent employees. We have included a copy of A-Check America General Pricing Sheet at the end of the proposal.

8. Provide the names of local public agencies and private employers with over 200 employees that your local office has routinely serviced as a primary provider within the last three years.

A representative sample of AppleOne's current similar clientele, which includes employers with over 200 employees, is listed below:

APPLEONE REPRESENTATIVE LIST OF CLIENTS			
CITIES			
City of Aulanta, GA City of Austin, TX			
City of Henderson, NV	City of Ontario, CA		
City of Portland, OR	City of Long Beach, CA		
City of Glendale, CA	City of Hayward		

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APPLEONE EMPLOYMENT SERVICES, RFP RESPONSE



9. Provide the name of any public agency or private employer of over 200 employees in Sonoma County who have stopped using your firm's temporary staffing services within the last three years, and why.

AppleOne has no public agency or private employer of 200 employees in Sonoma County who have stopped using our temporary staffing services within the last three (3) years.

10. References are required. Please provide names, addresses, and telephone numbers of contact persons within five (5) client agencies for whom similar services have been provided within the last three years.

Please refer to Section II. Qualifications & Experience of this Proposal for AppleOne's references.

# Part II - Core Temporary Staffing Services Provided

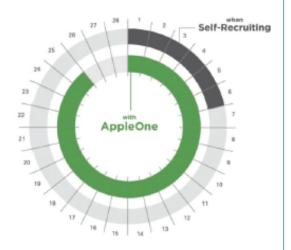
1. Recruitment methodologies used to secure qualified employees.

AppleOne will be a strategic partner to the County in its effort to procure as-needed temporary staffing services in an efficient and expeditious manner, assisting all departments in filling as-needed vacancies with well-trained and diverse personnel. Our core capabilities in human capital management and 57 years of experience in the industry afford us a deep understanding of challenges and needs across the industry.

#### Recruitment

One of the many rules AppleOne abides by is that the wider the regional exposure to qualified talent, the better placements one can make. While the typical employer draws candidates from three to six sources, AppleOne draws talent from 25 or more sources. We utilize every available resource when it comes to recruiting, from traditional approaches such as job postings and job fairs to the more modern methods of social media advertising and job sites. We also capitalize on our history in the local market to find top talent.

AppleOne's recruiting and matching processes play a key factor in our continued success in quickly supplying highquality staff. By implementing a staffing and recruiting plan that is reflective of the latest industry trends in technology, skill demands, and compensation structures, AppleOne is



able to take elements like environment, structure, culture, tasks, and goals into consideration to obtain the best qualified candidates. Through needs analysis and benchmarking, we are able to recruit candidates who not only meet the needs of the County, but identify candidates with the strongest likelihood to succeed in particular working environments. Hence, we can proactively recruit, hire, train, and retain quality personnel.

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To accomplish this, we utilize powerful proprietary systems and tools to assist AppleOne's recruiters in writing and placing employment ads. We also employ on-line registration and database systems that allow us to aggregate and maintain a vast pool of local, qualified candidates, giving our recruiters instant access to the right people at the right time.

The job-order filling procedures at AppleOne are based on our in-depth knowledge of the needs of clients and our dedication to gaining and maintaining an understanding of your unique staffing needs. AppleOne finds that one of the best ways to deliver qualified candidates is to perform job profiling and benchmarking, establishing parameters that will assist in identifying the skill levels required to succeed in clients' specific

working environments and gaining a clear understanding of what that environment will entail.

Technology plays a key role in the success of AppleOne's service offerings. AppleOne achieves the highest level of effectiveness and economy in delivering precisely targeted staffing solutions by integrating all staff member's experience and expertise with cutting-edge technological resources developed in-house by AppleOne's staff:

<u>JobCaster</u>: A powerful proprietary system which is utilized for enhancing the database of available candidates to fill job orders from the County. *JobCaster* speeds the recruitment process by assisting with the writing and placing of advertisements. Once the job posting is composed it is broadcast to more than 75 of the most popular career sites. These include, but are not limited to: Monster, CareerBuilder, LinkedIn, Indeed, Dice, Glassdoor, SimplyHired, and ZipRecruiter. *JobCaster* can be customized to target specialized career sites most appropriate to the job classifications needed.



AppleXpress: An automated client/server tool to intake and store qualified applicant resumes. Relevant information on all potential candidates, including resumes and personal profiles gathered from each expertly structured candidate interview, is entered into the AppleXpress system, where they can be filtered according to a customized pre-screening process. This process can include customized searches for applicants based on location, skills, education, salary range, experience, key words, and other qualifications that may be requested. AppleXpress even allows clients to search AppleOne's pre-qualified candidate base from their own computers.

As a further time saving measure, all applicant information is received directly into AppleOne's Office Automation database digitally, making their information instantly available to

AppleOne's clients, reducing the need to transcribe information into the system. As one of the proprietary systems at AppleOne, *AppleXpress* is a revolutionary tool that allows clients the opportunity to identify candidates, schedule interviews and dispatch temporary associates in one comprehensive solution.

<u>Office Automation</u>: AppleOne utilizes a software system called <u>Office Automation</u> (OA). This internal management software database allows our staff to index information on our temporary associates' and client companies, which

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in turn is shared on our network. Using this software, AppleOne can easily track and match candidates, allowing our branch offices to quickly select a pool of temporary associates from our entire national network. Using OA, AppleOne fully services our clients, including large organizations with locations across the country. OA also has the ability to download resumes and generate client reports. In addition, all correspondence with both client and associate is documented.

<u>Universal Search</u>: A network portal which allows our recruiting professionals to respond to our clients' needs with unprecedented speed and precision, tapping into a vastly larger candidate pool to capture more accurate results. The software scours through the million-plus candidates in AppleOne's database of detailed personnel profiles gathered from expertly structured associate interviews to include personalities, temperaments, and strengths, as well as backgrounds and activity comments left by other AppleOne account managers. Qualified candidates are rapidly tracked and identified, staffing vacant positions more quickly and efficiently than ever.

As detailed above in response to 6. Testing, AppleOne invests in the best tools and processes to provide the highest standards in talent screening and benchmarking. We are ISO 9001:2015 and Department of Homeland Security ICE IMAGE certified to ensure a thorough and consistent evaluation process, which includes extensive interviews with each applicant using behavioral-evaluation techniques. Our staff invest the extra time to learn an individual's aspirations, talents, skill level, experience, preferred work environment, and other variables such as work styles, allowing the applicant to be placed in the position best-suited to their personality and skill set.

Personnel profiles are created for every candidate entered into our *OA* system. As part of our standard Job Order process, specific thresholds and custom requirements can be set, including basic qualifications, to evaluate and determine a candidate's disposition at every step of the requisition process.

As part of our comprehensive approach, we bring a structured continuous process improvement with knowledge transfer and lessons learned to all our activities. AppleOne will be working closely with the County. Our project and programs staff will work to fully understand and implement what has been successful and how to identify and resolve potential issues should they arise. We also, as part of our commitment to knowledge transfer, will work with County staff to incorporate the most useful aspects of our methodologies and activities into internal department efforts. We have developed an overall strategy and approach that addresses the following priorities and demonstrates our value to a project and contract. We will listen carefully to management, and identify the value AppleOne can bring in our approach to address priorities and mission objectives.

The AppleOne team will implement a solution to manage the end-to-end recruitment activities for all the positions required by the County. The following table lists AppleOne best practices utilized across phases of the recruitment lifecycle.

- The screening and selection process used to determine qualified persons that would be assigned to work at the County.
- a. Provide a copy of your employment application.
- b. Briefly describe any paper screening, interviews, and any validated knowledge/behavioral/skill based testing used.
- c. Personal and prior employer reference checks.
- d. Background check of at least criminal convictions (name/alias, all areas of residence within last seven years).
- e. Credit verification (if requested for certain positions).

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The expertise of AppleOne's account management team, combined with the consistency in evaluation standards provided by the structured interview guide, will ensure that all candidates not only have the skills requirements needed for positions, but the reasoning ability and work ethic to excel in those positions.

### AppleCore Behavioral Assessments

To enhance AppleOne's ability to find skilled, able, and educated candidates for government and public sector entities, AppleOne uses the AppleCore Assessment Series, a validated applicant classification system that focuses on soft skills like customer service, aptitude, and attitude.

The content underlying these tests was carefully studied and determined to be related to the job performance of AppleOne positions. All AppleOne tests have a proven track record of success, showing that those who take the tests have better performance on the job, significantly increasing their productivity. We have in place assessment tests for all types of job categories. If needed, AppleOne's assessment series can be customized to meet clients' specific requirements for temporary personnel.

#### Candidate Skill-Based Assessment

AppleOne extensively tests candidates on their software proficiency, particularly important in today's high-tech and increasingly work-from-home environment. Using the sophisticated evaluation and training system of SHL *TalentCentral*, in partnership with IBM Kenexa, AppleOne leverages the platform's behavioral science techniques to measure traits, skills, and culture fit of each candidate. Benefits of the *TalentCentral* platform include:

<u>Mobile/Tablet Capability</u>: User interface employs responsive design principles, dynamically adjusting to the type of display the candidate is using, supporting a wide variety of devices.

Languages: Currently available in over 40 languages and offers expansive globalization abilities.

<u>Accessibility:</u> User-friendly experience for candidates with a range of disabilities, including those who use assistive technologies such as screen readers.

Prior to assignment, AppleOne is able to test candidates on over 250 applications across several disciplines that simulate the work to be performed at any location in the SJCCD's network. For administrative and clerical candidates, for instance, *TalentCentral* allows for in-depth evaluation of the various skill sets. Test titles include:

ADMINISTRATIVE/CLERICAL TESTS		
Business Writing Microsoft Internet Explorer		
Counting	Microsoft Office Suite	
Customer Service Mindset Survey	Proofreader Marks	
Data Entry 10 Key	Punctuation	
Email Etiquette	Reading Comprehension	
English as a Second Language	Recruiting Fundamentals	
Filing by Name	Sales Concepts	
Following Verbal Instructions [audio]	SAS 9 - Data Analyst	
Following Written Instructions	Shorthand	
Healthcare Benefits Knowledge	Software Quality Assurance	
Human Resources Basics	Software Testing	
Human Resources Benefits Knowledge	Spanish Basic Office Skills	
Internet Basics	Spanish Basic Reading Comprehension	
Internet Research Skills	Spanish Office Grammar and Spelling	

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ADMINISTRATIVE/CLERICAL TESTS		
Interviewing and Hiring Concepts	Spanish Typing - General	
Listening Skills [audio]	Spanish-English Bilingual	
Macintosh Basics OS 9	Technical Terminology	
Mailroom Management Skills	Translation Sample - English to Spanish	
Marketing Fundamentals	Translation Sample - Spanish to English	
Matching (Alphanumeric, Numeric, Images)	Typing - General	
Math Word Problems	Vocabulary	
Microsoft Windows	Writing Sample (letters, etc.)	

For Accounting and Finance positions, AppleOne uses the Accounting and Financial Knowledge test package to evaluate core accounting and finance competencies. Testing titles include, but are not limited to:

ACCOUNTING/FINANCE TESTS			
Accounting Terminology	Cost Accounting	MYOB Accounting Plus	
Accounts Payable	Financial Analysis	Partnership Tax Accounting	
Accounts Receivable	Financial Management	Payroll Clerk	
ACCPAC Pro Series	Fixed Assets	Payroll Management	
ADP - Payroll	General Accounting	Peachtree Accounting	
Advanced Accounting	General Ledger Knowledge	QuickBooks Pro	
Auditing	Individual Income Tax	Quicken	
Bookkeeping - Professional	JD Edwards	Sage MAS 90/200	
Business Income Tax	MAS 90 - Bookkeeping	Simply Accounting	
Corporate Tax Accounting	Microsoft Dynamics GP		

Tests include examples and illustrations from real-world accounting environments, and cover general job categories such as Accounting and Bookkeeping, as well as numerous specialized accounting subjects such as Cost Accounting and Taxation. Customized test making is available.

# Platform-Specific Testing

For clients who wish candidate skill assessments specific to Microsoft, Adobe, and other software suites, TalentCentral offers several assessment options, including but not limited to those listed below.

SOFTWARE PLATFORM TESTS		
ACCPAC Pro Series	Lotus 1-2-3 Millennium	Microsoft Word
Adobe Acrobat	Lotus Freelance Graphics Millennium	MYOB Accounting Plus
Adobe Flash	Lotus Notes	Netscape Navigator
Adobe Flex	Lotus Word Pro Millennium	Peachtree
Adobe Illustrator	MAS 90 – Bookkeeping	Peachtree Accounting
Adobe InDesign	Microsoft Access	QuarkXPress
Adobe PageMaker	Microsoft Excel	QuickBooks Pro
Adobe Photoshop	Microsoft FrontPage	Quicken
ADP - Payroll	Microsoft Internet Explorer	Sage Line 50

JODE Hash	Lotus Notes	ivetscape ivavigator
dobe Flex	Lotus Word Pro Millennium	Peachtree
dobe Illustrator	MAS 90 – Bookkeeping	Peachtree Accounting
dobe InDesign	Microsoft Access	QuarkXPress
dobe PageMaker	Microsoft Excel	QuickBooks Pro
dobe Photoshop	Microsoft FrontPage	Quicken
DP - Payroll	Microsoft Internet Explorer	Sage Line 50

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SOFTWARE PLATFORM TESTS		
Corel Presentations	Microsoft Office Integration	Sage MAS 90/200
Corel Quattro Pro	Microsoft Outlook	Sage Peachtree Pro
Corel WordPerfect	Microsoft PowerPoint	Sage Simply Accounting Pro
Desktop Publishing Theory Skills	Microsoft Project	Simply Accounting
FileMaker Pro	Microsoft Publisher	Summation Blaze
JD Edwards	Microsoft Windows	Summation iBlaze

A similar array of relevant software- and hardware-skills tests are available through *TalentCentral* platform for Customer Service, Program Management, Professional, Technical, and other labor categories as needed.

Prior to sending an employee to work for the the County, AppleOne's account management team, in conjunction with the appropriate representative, will confirm which pre-employment background checks are required for the position(s) in question.

In order to ensure that AppleOne's clients receive the best candidates in an efficient manner, AppleOne utilizes its affiliate company, A-Check Global (A-Check), an internationally-recognized and respected employment screening organization, to conduct extensive backgound checks as needed. In addition to criminal background checks, reference checks, and drug testing, pre-screening may include social security checks, education verifications, DMV verifications, employment certifications, social security traces, and more, as allowed by local, state, and federal law. A-Check's services are available for AppleOne's employees and clients' permanent employees. We also understand that the the County may elect to conduct its own background check on temporary personnel.

To maintain Fair Credit Reporting Act (FCRA) compliance, is it AppleOne's policy to provide clients with an attestation of background screen completion pursuant to the client's requirements, but not the actual results. Contact with and updates to the candidate are frequent, to both ensure the background check process is on track and that they remain invested in the position.

An overview of our available background check offerings are included in the tables below:

AVAILABLE BACKGROUND CHECKS		
Criminal Felony / Misdemeanor – 7 years	This includes a one (1) county, one (1) name, criminal record search of felony records, and will include misdemeanor records when available. All information will be obtained at the courthouse by a dedicated county researcher unless direct connection to the courthouse is established. Five (5) and 10 year options are also available upon request.	
Criminal Search - National Federal - 7 years	This search includes a one (1) name federal criminal record search of federal records. All information will be obtained through the Federal Public Access to Court Electronic Records (PACER) system with on-line direct connection to records and dispositions. Five (5) and 10 year options are also available upon request.	
National Criminal Database Search – 7 years	This search includes one (1) name. A-Check Global's National Criminal Database search (NATCRIM) includes over 250 million criminal records from all fifty states, the District of Columbia and Puerto Rico. This database search perfectly complements county courthouse searches by increasing the chances of catching additional criminal data from places of work	



AVAII ABLE BACK	AVAILABLE BACKGROUND CHECKS		
AVAIDABLE BACK	or residence not disclosed during the application process. Results are available within minutes when ordered via A-Check Direct™ and all information reported is FCRA compliant. Five (5) and 10 year options are also available upon request.		
National Sex Offender Registry	While convictions for sexual offenses will appear upon the criminal record in the county or state where the offense was committed, oftentimes sexual offenders will relocate where their criminal records will not reflect the offense. Information returned from sexual offender registry inquiries may include: name, AKA name, physical characteristics, date of birth, residential address, employer, county, state of conviction, date of conviction, and offense(s).		
County Civil Records Search	Includes one county, one name search obtained by a court researcher at the county courthouse. Information obtained may include plaintiff and defendant's actions, case outcome.		
Compliance Link Search	Comprehensive list of Compliance searches available upon request.		
Motor Vehicle Records - Driver's Report	Depending on state law, search will reveal a three (3) to five (5) year driving history.  Reported information will include type of license, any violations, disciplinary actions, convictions, issue date, expiration date, revocations, suspensions, accidents, status and restrictions.		
Professional Reference	A-Check will verify a professional reference by seeking answers to predetermined questions including information on communication skills, work attitude, professionalism and punctuality. This information will be obtained through a phone interview with a former supervisor or personnel department.		
	Contact up to three (3) times daily, made for up to three (3) days. Documentation will be requested from the applicant for any verifications of employment not obtained.		
Employment Verification - Plus	A-Check will verify present or past employment to include position(s) held, dates of employment, salary, confirmation of specific job duties, reason for leaving, eligibility for rehire, and overall job performance. Information will be obtained through phone interviews with former supervisor or personnel department. Pricing is per individual screened.		
Education Verification - Basic	Contact up to three times daily, will be made for up to three (3) Days.  This search verifies Colleges/Universities attended with dates of enrollment,  Major/Degrees obtained, Grade Point Average, and professional certification. Pricing is per individual screened.		
Professional License Verification	This search verifies a professional license or professional certification. Additional fee if transcripts are requested or if educational institution/licensing body requires use of a records clearinghouse.		
Credit Report	This report provides information into a person's financial background. It also provides present and past addresses, current and past employers, and verifies and identifies users of the social security number provided.		
Social Security Trace	This search verifies the Social Security number provided is valid, the person/people associated with the number, current and past addresses, and current and past employers.		

**Drug Testing** 

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A-Check is a full service, turnkey national drug-testing administrator. Their program includes the analytical testing services of over 35 of the finest certified laboratories. They utilize Quest Diagnostics and LabCorp (Laboratory Corporation of America) Patient Service Centers (collection sites) and Laboratories as well as collection facilities and laboratories of Concentra and U.S. Healthworks.

A-Check can generally provide in-network collection facilities within a 25-mile radius of our clients' locations. They work closely with clients and make every effort to incorporate facilities already established within their network of clinics and hospitals, if one exists. If an in-network site is unavailable or not within a reasonable distance, then a third party (out-of-network) facility will be established. When a third party collection facility must be set up for remote offices outside of the 30-mile radius.

A-Check can set up an account with any collection facility and/or lab a client chooses. However, they are able to offer large discounts by utilizing in-network collection facilities and laboratories, and are able to offer electronic self-scheduling if clients use our in-network partners. Their collection and lab partners are the largest and most trusted in the nation, so it is likely that the client is already using them. A-Check's drug screening programs aid in protecting our clients from the negative effects of substance abuse. Their Occupational Health Screening services help ensure candidates are fit for duty. Services are available for regulated and non-regulated industries.

A-Check performs 5-, 10-, and 12-panel urinalysis tests utilizing EMIT (Enzyme Multiple Immunoassay Test), performed by their laboratory partners along with Adulteration Testing via PH, Specific Gravity, and Creatinine; GC/MS (Gas Chromatography/ Mass Spectrometry) Confirmation Testing, and Medical Review Officer review of results. They also administer Saliva Testing, Hair Testing, and BAT (Breath Alcohol Testing). Their network of medical services providers and collection facilities allow A-Check to support complex drug screening program.

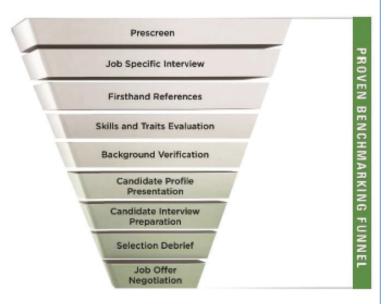
NON D.O.T 10-Panel Drug Screening	This includes screening for ten (10) categories of drugs including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Methaqualone, Opiates, Phencyclidine (PCP) and Propoxyphene.
NON D.O.T 10-Panel	This includes screening for ten (10) categories of drugs including Amphetamines,
Plus Extended Opiates	Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone,
Drug Screening	Methaqualone, Opiates, Phencyclidine (PCP), Propoxyphene and Extended Opiates.

Negative results are returned in 24 hours after the specimen is received by the SAMHSA-certified lab and positive results (non-negative) are usually returned in 48 to 72 hours after the specimen is received by the SAMHSA-certified lab.



AppleOne invests in the best tools and processes to provide the highest standards in talent screening and benchmarking. We are ISO 9001:2015 and Department of Homeland Security ICE IMAGE certified to ensure a thorough and consistent evaluation process. which includes extensive interviews with each applicant using behavioral-evaluation techniques. Our staff invest the extra time to learn an individual's aspirations, talents, skill level. experience, preferred environment, and other variables such as work styles, allowing the applicant to be placed in the position best-suited to their personality and skill set.

Personnel profiles are created for every candidate entered into our OA system. As



part of our standard Job Order process, specific thresholds and requirements can be set, including basic qualifications, to evaluate and determine a candidate's disposition at every step of the requisition process.

#### Reference Checks

AppleOne's policy regarding reference checks is to acquire at least two (2) positive references from each employee's most recent employers. AppleOne will verify a professional reference by seeking answers to predetermined questions including information on communication skills, work attitude, professionalism and punctuality. This information will be obtained through a phone interview with a former supervisor or personnel department. If requested, AppleOne can also submit a Work Performance Evaluation form to prior employers to get a more detailed reference profile. The form can be customized to meet the County requirements.

In addition to references, successful candidates must have also:

- Completed and signed all required pre-employment paperwork, including our "Best Foot Forward" agreement, confidentiality and arbitration agreement, and our background investigation consent form
- Provided all required I-9 documentation
- Favorable in-person interviews with our branch team members
- Have passed any required skills tests with scores acceptable to the the County

#### Structured Interview

AppleOne conducts an interview with each candidate to determine their needs, desires and goals, as well as to determine if they are right for our clients. Taking advantage of the expertise gained from more than 57 years in the staffing industry, AppleOne developed a structured interview guide to assist staffing managers and recruiters in conducting focused interviews with each candidate to eliminate nonproductive processes.

The structured interview guide was designed to identify how well a candidate effectively performs as an AppleOne employee. The interview guide asks questions related to the applicant's work history, interpersonal and team skills, creative problem solving, professionalism, and communication skills. The applicant's responses help us assess how they have responded in past work situations. Questions are framed in this way because research has shown that past work behavior is one of the best predictors of future work behavior.



3. The process for ordering temporary staffing services. Include the turnaround time needed from the time an order is placed to confirmation that it is filled.

### Procedure For Requesting Temporary Personnel

The County's notification of need will initiate AppleOne's streamlined job ordering process. AppleOne has a standardized Job Order Response Process that provides an overview of how we will ensure the availability and qualifications of contractor personnel. The breakdown of AppleOne's Job Order Response Process is as follows:

- Step 1 Job Order Submitted: Job Order is submitted by the County to an AppleOne account
  management team member via your preferred method (phone, fax, or the Internet). The PM, Mr. Leal,
  will serve as the single-point-of-contact for the County.
- Step 2 Acceptance of Order and Initial Response: The AppleOne account management team accepts
  the order and enters it into AppleOne's internal Office Automation database. Mr. Leal or Ms. Painter
  (Assistant PM) will respond within 4 hours or less to confirm that they received the order as well as
  provide a status update. Working collectively, all team members of the Tucson branch will identify
  potential candidates for the County's consideration. Further information may be requested at this stage
  from the contracting officer or department head at the County.
- Step 3 Evaluation Process: Once a qualified candidate is identified, AppleOne completes a customized
  evaluation process for the County. This includes an in-depth, in-person interview, as well as review of job
  requirements and expectations, and verification of references. If the candidate meets all requirements
  and accepts the positions, we will move onto the next step. If not, the previous step is repeated until a
  qualified candidate match is made.
- Step 4 Interview/Final Approval: The candidate is then interviewed or presented for a final approval by the County. AppleOne will notify the temporary associate in writing with information specific to his or her assignment if the position is accepted.
- Step 5 Orientation: Prior to the start date, AppleOne will provide the candidate with a full orientation
  on the job and the County environment, as well as information on how to complete their timecard or
  assign them a badge/password for AppleOne's Web Time Capture software.
- Step 6 Quality Control: On the first day of assignment, a member of the account management team will
  conduct a quality control call to the candidate's supervisor. At the end of the first week, another quality
  control check will be completed. Afterwards, the team will conduct ongoing quality checks to ensure that
  the candidate is performing up to, or better than, expectations for the County.

#### Placement Of Temporary Personnel

AppleOne knows that having the best in professional personnel is integral to the ongoing success at the County locations. Our precise, comprehensive methods for providing staffing services will ensure that the County obtains the maximum projected value for each dollar of expenditure. We remain committed to providing personnel with the skills, experience and character to excel in their positions with the County.

Our service delivery performance measurements are devised based on our quality driven customer centric approach. Our efforts are focused on achieving the goal of Excellence in all aspects of service, and these including:

- On-time availability of the candidate: After selection of the candidates, AppleOne ensures timely
  availability of the candidates. They will start on the agreed to date and time.
- Monitoring of hours: AppleOne conducts regular monitoring of employee hours while on assignment.
   This will serve to ensure they do not exceed maximum allowable hours in a calendar year with the County.

APPLEONE EMPLOYMENT SERVICES, RFP RESPONSE	
USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE F	PAGE OF THIS PROPOSAL.



- Background check compliance: We ensure that all candidate submitted to clients are cleared to work, and all background checks have been completed in accordance with all client requirements.
- Close monitoring of the services performed: We monitor the performance of the staff engagement on a
  continuous basis and in consultation with the designated client manager(s).
- Performance evaluation of services delivered: AppleOne reviews the performance of our services
  delivered on a quarterly basis. In this connection, the County designated staff receives one-page
  performance evaluation document from AppleOne. This evaluation helps AppleOne to discuss where
  our performance is exceeding and the areas, which would need further efforts to develop. This feedback
  mechanism helps us and our candidates to improve their skills, knowledge and personality.
- Replacement of candidate: In the rare case that there is a need for replacement of a candidate,
   AppleOne ensures replacement is provided to the client within 5 days of such situations. The first week of the replaced candidate is not billed to the client.
- Defect Prevention Program: This program, used across the board, is aimed at achieving quality
  improvements in all phases of AppleOne service deliveries as defined above. This has been implemented
  by setting quality standards for How can we serve our customers better? One of the important
  measurements we have in place is 'Continuous review of our business processes' for delivering value
  added services, quality and responsiveness, timeliness of deliverables, risk minimization and cost
  effectiveness
- Implementing Customer Feedback Evaluation Process: We believe such quality of service measures as
  customer feedback surveys play an essential role in cementing a satisfactory relationship between
  supplier and customer, as well as uncovering a potentially serious problem.
- Management Monitoring and TQM in our service delivery to our Clients: We believe in Total Quality
  Improvement Programs (TQIP), which is the cornerstone of AppleOne's business strategy. It is a
  structured, planned approach to continuous quality improvement and establishes an ongoing quality
  management program in every aspect of our business. Its goal is to create a customer oriented quality
  culture committed to making quality improvement a permanent way of life for the company. Its major
  elements are:
  - Management commitment
  - Functional organization ownership in approach
  - Employee involvement at all levels
  - Practical measures to track progress
  - Recognition for team and individual performance
  - Ongoing training and communications.

Our emphasis is on quality services and we continuously improve our business processes to support our service delivery model. This allows us to refine our function processes in each area of services (human resources, sales and marketing, contracts and client relationships) with the overall result providing us a capability to be highly responsive to client needs. We maintain a large database of qualified candidates who are available for projects.

4. Confirmation that the person assigned has arrived, and subsequent follow-up to ensure the temporary staffing service need is being at least adequately met.

# Confirmation & Follow-Up - Triple Check System

The AppleOne Triple Check System ensures that the performance of contractor employees meet and exceed the County's requirements and expectations. The Triple Check System consists of the following:

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- An AppleOne Account Executive will make an arrival time telephone call to the County representative(s) who
  placed the job order request within 30 minutes of the candidate's scheduled arrival time. He/She also will
  make a quality control call to the County representative who placed the request on the first day of each new
  assignment to confirm that the temporary candidate(s) is performing up to your expectations.
- The Account Executive will check weekly (or more frequently, if necessary) with the County to ascertain the quality of the employee's performance.
- After the assignment is complete, we will evaluate the overall quality of the associate's performance and
  productivity, which includes the distribution of a performance evaluation form to the appropriate County
  personnel. AppleOne retains only those associates who meet or exceed our high performance standards.

Using the Triple Check System, we will monitor all aspects of a contractor's performance, including, but not limited to:

- Attendance
- Punctuality
- Proficiency in Required Skills
- Ability to Adapt to the Work Environment
- Ability to Follow Instructions
- Ability to Solve Problems
- Ability to follow established policies and procedures
- Verbal Communication Skills
- Written Communication Skills
- Quality of Work
- Productivity
- Dress Attire
- Ability to maintain effective working relationships

By using the Triple Check System, we will ensure that the AppleOne employees meet and exceed all of the County's requirements. Poor workplace performance is handled through a process of progressive discipline. Employees are coached and counseled on their performance on a continual basis. Additional training or instruction is provided when appropriate. Failure to meet or exceed AppleOne standards results in the employee's termination for non-performance. This information is noted in our internal tracking system, which has a "no recall" function that is activated when necessary. Our Account Executives are empowered to make judgment calls regarding employee performance, which allows us to replace an unsatisfactory employee immediately.

5. Service guarantee in the event that an employee placed does not initially meet performance standards.

#### SERVICE GUARANTEE

If, for any reason, the County is not completely satisfied with the performance of any AppleOne candidate, you will not be charged for the unsatisfactory work performed up to a maximum of eight (8) hours and the candidate will be replaced at no charge.



6. Needs assessment (of client's culture, specific needs, and protocols, including the development of a written work or service plan). Please attach a good sample of a service plan you have developed.

#### NEEDS ASSESSMENT - QUALITY CONTROL PROGRAM

The overall purpose of our Quality Control Program is to guarantee that AppleOne provides our clients, such as the County, with the level of service they expect from a leader in the employment services industry. The Program ensures the following:

- AppleOne meets and exceeds contract expectations when placing contractor personnel.
- AppleOne complies with Local, State, and Federal rules and regulations.

The goal of AppleOne's Quality Control Program is to measure our service levels and identify opportunities for improvement. By doing so, we enhance customer satisfaction and improve important operational efficiencies. Based on defined standards, AppleOne's Quality Control Program includes weekly quality checks on contractor performance using the Triple Check System, client and contractor personnel surveys, and regular reviews by our Quality Management Committee. AppleOne's Quality Control Program will ensure that we meet the highest standards regarding delivery of services, performance reviews, communication with and availability to the County supervisors and managers, and minimization of employee turnover.

The Quality Control Program is based on defined standards and specific Performance Objectives developed in conjunction with the appropriate County representative(s) for each individual project. These Performance Objectives are routinely/periodically reviewed and compliance issues are addressed in a formal monthly meeting, or as often as the desired by the County.

AppleOne ensures maintenance of the Quality Control Program through Monthly/Bi-weekly reviews and reports that cover the following topics:

- Task order and team management
- Required deliverables
- Task order schedule and cost control
- Employee security compliance requirements
- Contractor identification and in-processing procedures
- Training and certification requirements
- Staffing and retention issues.

These reviews incorporate findings from Quality Assurance Surveys and personal contacts by the Project Manager and Account Executives with the appropriate County representative(s). Any complaint or deficiency is immediately reviewed by the Project Manager, who is empowered to take swift corrective action.



# Management Plan

AppleOne offers effective processes and procedures that provide professional staffing services for its public sector clients. The critical component to all of AppleOne's personnel support and supervision efforts is continued communication. Upon contract award, the AppleOne management team will request a meeting with the appropriate County representative(s) to discuss requirements and to plan future meetings.

AppleOne will provide the following corporate support program to ensure that total quality service is provided to the County:

- We have a comprehensive plan for regular communication between the appropriate County representative(s) and AppleOne's corporate managers to address issues before they become problems.
- We have developed a professional support network for AppleOne's personnel to utilize who will assist in
  providing solutions to situations that may be unique or require additional areas of expertise. This will
  provide "value-added support" to the County.
- We ensure timely and accurate reporting of invoiced services.
- We provide a corporate support system that ensures all of AppleOne's on-site personnel can focus
  entirely on the County's mission.

AppleOne offers a responsive, comprehensive, and efficient methodology to meet all of the County's needs. We will conduct regular meetings with appropriate County representative(s) to emphasize careful and frequent planning and feedback, periodic corporate and quality reviews, and regular project meetings. The AppleOne management methodology ensures in-depth coverage and responsiveness to all of the County's requirements. Our management approach allows us to forecast resource requirements throughout the life of the project, assess the quality of work performed, monitor and evaluate execution against milestones or specific standards, identify problems quickly with timely resolutions, and evaluate personnel performance.

AppleOne's corporate philosophy extends to all levels of the company. Corporate and project personnel are committed to providing customer-oriented support and operations to assure performance of all contract requirements.

7. Temporary staffing firm employee supervision, evaluation, and follow-up services.

Supervision, Evaluation, and Follow-Up - Quality Assurance Surveys

AppleOne maintains its standards of excellence through a variety of quality assurance surveys, including:

- Performance Surveys—The County department and hiring managers will have the opportunity to gauge AppleOne on our performance with regard to our responsiveness on job orders, the selection of contractor personnel relevant to the assignment, and the levels of communication between the County and AppleOne.
- Service Reports—Results from various quality reviews will be compiled and presented to the County, which provides statistical information regarding job orders received versus job orders filled, job order replacement ratio, and average response time. The data will be reflected in informative

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graphs and charts that display satisfaction and performance levels, as well as other measured parameters. These reports can be provided weekly, monthly, or for any other time span that the County may desire.

- Employee Assignment Satisfaction Surveys—Measure the satisfaction level of our personnel
  currently working at client work locations. This tool assists our Employee Monitoring Program that
  will allow proactive measurement activities to minimize turnovers and the overall quality of our
  placements.
- 4. Employee Exit Interview Surveys—Measure and probe the reasons behind assignment separations from the employee's perspective. This information is shared with customers to minimize the turnover and to create assignment longevity from our personnel.

Developed with the appropriate County representative(s), AppleOne's Quality Control Program will guarantee that the County receives top-caliber service.

8. Advance notification that an employee of the temporary firm is approaching or at the 90-day limit imposed by Government Code 31000.4, and appropriate follow-up.

# Notification of 90 Day Limit for Temporary Assignments

AppleOne complies with the County's requirement to provide written notice to the County's departments and the contract administrator of any AppleOne employee approaching the 90-day limit imposed by Government Code Section 31000.4. AppleOne will also provide appropriate follow-up to the County as required.

The billing process for services rendered. Include any commercial discount rates and service guarantees offered the County.

AppleOne invoices monthly, utilizing software that allows us to customize our invoicing to our clients' specifications. the County will receive invoices from AppleOne, formatted and presented in the manner that you require. AppleOne can provide electronic invoicing through varying methods: EDI, FTP, and e-mail, to name a few. Billing information can be electronically transmitted, automatically uploaded into the client's general ledger, broken down into necessary categories, and readied for payment. Additionally, AppleOne is capable of receiving payments via traditional check or via ACH, which will give the County an automated, secure, and flexible payment process. Standard payment terms are Net30.

AppleOne offers consolidated invoices allows the County to regularly monitor and more effectively manage financial considerations throughout the supply base and serve as a valuable reporting tool. AppleOne may provide one invoice for all contingent employees including the cost center information associated to each employee. Standardized invoices ensure conformity and a universal set of terms and conditions to eliminate potential discrepancies.

### **BILLING PROCESS**

AppleOne will process all time sheets and paychecks, and provide the County with accurate, concise, and timely invoices. If the County requires changes to the invoicing process during the term of the contract, AppleOne will work with the appropriate County representative(s) to modify our process to ensure that we fully comply with

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all of the County's invoicing requirements. AppleOne's full-time staff of software professionals and billing analysts can make any necessary changes in the invoicing process within 24 hours.

AppleOne bills manually as standard practice. We also offer an advanced electronic billing system, which substantially reduces paper use and minimizes billing adjustments. If desired, AppleOne's dedicated Government Solutions Invoicing Department (GSID) can adjust invoicing procedures to meet the requirements of individual County Departments and Agencies. We will also maintain centralized quality control and produce comprehensive management reports. AppleOne has a flexible philosophy for the needs of its clients.

#### Overview of Electronic Billing

The AppleOne Government Solutions Invoicing Department (GSID) eliminates the need for clients to navigate a wide organization. The GSID simplifies the invoicing needs of AppleOne's clients, consolidates accounts receivable/accounts payable and collections functions, and provides a single point of contact for clients.

By streamlining the entire invoicing process, GSID becomes intimate with each client's specific invoicing and reporting requirements. This approach has dramatically increased client satisfaction and retention by reducing response times, which virtually eliminates billing adjustments. Also, this process simplifies interactions for AppleOne's end-users. To implement an automated invoicing solution, the following steps are taken:

- With the help of the client, identify the information and the format needed
- Create the electronic invoice based upon this information
- Test the file and make changes as needed
- Finish testing and make file final invoicing option.

AppleOne invests in technological advancements, especially in the utilization of digital commerce strategies, to empower our temporary staffing services. Our company currently supports EDI X12 standard 810 and 4010 format for all invoice EDI transfers. Per the request of other client companies, we have also developed methods to provide billing data in computer text files, Microsoft Excel files, and through other applications. These files are typically delivered via e-mail or through other electronic transfer methods.

#### Billing Accuracy

AppleOne has stringent policies and procedures for correcting over billings, making adjustments to billings, etc. Each of our branch office is responsible for capturing all client and temporary associate information into AppleOne's system. When a temporary associate completes a work week, the County supervisor for that individual approves the hours worked and the timecard is returned to the branch office. Timecards may be documented either by hard copy or online. The hours worked, the pay rate, and the bill rate are all verified by the assigned AppleOne staff, and are then entered into the computer system. This data is transmitted electronically to the AppleOne corporate headquarters for processing. Dedicated Payroll Coordinators at the Corporate Office conduct a separate audit of the information transmitted before processing can be completed. Once the data is verified for accuracy, both the weekly customer invoicing and temporary payroll is processed and prepared for distribution. The full-time payroll staff at AppleOne will quickly correct any billing errors.

### Fraud Prevention

AppleOne follows standard invoicing procedures to detect, resolve, and prevent billing/invoicing fraud.

AppleOne will contact the County when an electronic timecard contains suspicious information, and we will run Exception Reports to track duplicate timecards. A crucial component of preventing fraud is notification of assignment completion or termination. Once the County notifies AppleOne of a completed or terminated



assignment, it is entered into the system, which renders the processing of timecards impossible. If fraud is detected, AppleOne will absorb the full cost at no charge or disruption of service to the County.

For your reference, we have included a copy of our Sample Invoice & Management Reports at the end of this Proposal section.

#### Web-Based Time Capture

Because all of our clients are unique, we understand that a generic solution may not be sufficient. Therefore, we offer the following value-added service that can be adapted to your staffing environment: the Web-based Time Capture system. This tool simplifies and improves time management processing and reports.

Easy to use and configured to the County's needs and requirements, Web-Based Time Capture offers an ideal solution for public sector entities that encompass a wide geographic area. The system performs four (4) critical processes: Time Capture, Time Approval, Time Processing, and Management Reporting.

- Convenience: Web-Based Time Capture eliminates the need for manual time collection and individual time card approval. Utilizing Internet protocols and hosted web services to automate timekeeping, Web-Based Time Capture also eliminates the need to manage application software over a network of individual client stations.
- A Secure Solution: Web-Based Time Capture can be accessed through the Web or over a partnered Extranet. Associates are given unique passwords and user identities that allow them to input their own hours. Supervisors receive additional system rights, including view, edit, and approval based on the County's specific requirements.

# 10. Contract administration and reporting services.

AppleOne currently provides a library of more than 30 standard reports. Reports include parametric input options such as cost center, workforce utilization and overall spend. All reports are available in multiple formats including CSV, Excel and PDF format. Examples include, but are not limited to:

- Active temporary personnel by cost center/business unit
- Assignment status with contract renewal details
- Job orders received versus job orders filled
- Job title summary
- Headcount by cost center/business unit
- Annual spend or spend to date
- Job order replacement ratio
- Bill rate vs. pay rate
- Overtime trending
- Fill rate
- Average response time
- Cost savings/discount analysis

The creation of attendance reports, regulatory trainings, discount activity reports, turnover reports and other custom reports as requested by the County can be provided, by request.

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# Contract Administration – Implementation Plan

AppleOne realizes the importance of ensuring that the County receives quick responses to job order requests from the beginning of your contract with us. Ms. Jan Knight, your primary point of contact for day-to-day management, will meet with the appropriate County representative(s) to design an Implementation Plan with material that is specific to the County. If necessary, the Implementation Plan will include a Transition Plan from existing vendors that will be most efficient, ensuring no down time. Meetings will be set up in advance and outside of normal productive hours so that events scheduled for the implementation/transition period will flow smoothly without affecting current work. Elements of your Implementation Plan will include, but are not limited to the following:

- Meet with your department managers to build and update department profiles.
- Create a customized recruiting program to build a database of candidates meeting each department's needs.
- Customize an orientation brochure (We have included a sample orientation brochure for your review at the end of this Proposal section).
- Send a letter of introduction to the non-awarded incumbent vendor(s) and existing associates (if transitioning existing associates).
- Conduct orientation meetings with existing, transitioned temporary associates (distribute AppleOne material, registration materials, benefit information, timelines, etc.)
- Meet with existing sub-vendors to determine if a continued partnership in vendor community is possible/necessary.
- Fulfill any additional service requirements as needed by the County.

AppleOne can begin staffing for the County in accordance with the new contract specifications immediately upon the signing of a contract. Our job is to listen to your needs and supply you with the proper staffing. Little is required of the County other than an open line of communication to the County decision-makers and any organization-specific information (such as cost center codes) needed for invoicing and reports.

# Management Team – Reporting Structure

Please refer to the "Qualifications of Key Personnel" narrative section within page 12 of this Proposal for a listing of the proposed key personnel for this contract. This narrative section features AppleOne's account management organizational structure and delineates the level of responsibilities and communication authority. This organizational structure ensures proper coordination of the project by providing support at every communication level as required by the County.

11. Transition of temporary service firm employment to County extra-help employment.

For our typical process of transitioning temporary candidates to our clients, we apply a conversion fee based upon the number of hours already worked by the candidate. (Typically before 720 hours worked, based off of a

APPLEONE EMPLOYMENT SERVICES, RFP RESPONSE



tiered pricing model that correlates to the number of hours already worked). However, as a value add to the County, we would not charge any conversion fees.

12. Policy and costs associated with the Sick Leave Law, implemented on July 1, 2015.

### SICK LEAVE LAW

AppleOne is compliant with the California Sick Leave Law and its cost has been included within our fully burdened billing rates. Please refer to Section III – Cost of Service of this Proposal for AppleOne's proposed billing rates.

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# Part III - Special Services And/Or No Cost Benefits

Describe any special services and/or benefits offered to the County of Sonoma at no cost. For example: secured web based procurement, tracking, and reporting services; computer software training; recruitment and/or testing service.

# Management Reports

AppleOne will supply the County with management reports at pre-determined intervals and/or upon request. We will work with the appropriate County representative(s) to ensure that the report format is compatible with the County's standards. Should the reporting requirements change during the term of the contract, AppleOne will customize the reports to maintain compliance with the County's standards and specifications. AppleOne already maintains a reporting system that offers a wealth of information that can be provided in any format (i.e., turnover, fill rate, average tenure, etc.).

All temporary assignments are added to your customized client profile to track and manage your staffing activity. This feature allows us to produce accounting and management reports in real-time, which aids in tracking your employment costs and monitoring temporary usage. AppleOne's Management Information Services (MIS) department can design these reports to be presented as computer text files, Microsoft Excel files, or through other applications. These files can be delivered via hard copy or electronically.

AppleOne currently provides more than 30 standard reports designed to meet the needs of corporate and program managers. They have been developed to fit the needs of clients and client departments including Accounting, Legal, Procurement, IT, and Executive Management. Reports include parametric input options, such as cost center and business unit numbers. All reports are available in multiple formats including CSV, Excel, and

# **OAnet**

In addition to providing reports to the County, authorized company representatives may run reports directly using our "value-added" OANet system, which is designed to provide invoicing and management report functionality directly to our clients. Based upon AppleOne's internal Office Automation system, OANet's key features include:

- Access to weekly billing files and historic invoices for reference
- Availability of outstanding aging and statement
- New invoice notification the County's provided billing point of contact will receive email that new invoices are available via provided URL
- Client-centric database for tracking and reporting
- Accessibility via Web-based portal the authorized County personnel can log in and run reports directly
- Ability to run several report types available, including, but not limited to: Client Hours Report, Management Report, Order Activity Report, Placement Activity Log, Placement Turnover Report, Interview Report, Job Submission Report, ad hoc reports, etc. Support for several standard electronic formats, including PDF and Excel

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# EXHIBIT B FEE SCHEDULE

AppleOne presents the following price schedule to the County of Sonoma:

Job Class	Salary/Salary	Hourly Bill Rate/
	Range Paid to	Bill Rate Range
	Employee	Charged to County
Account Clerk I/II/III	\$19.85 - 30.00	\$27.80 - 42.00
Accountant I/II	\$28.71 - 32.14	\$40.20 - 45.00
Administrative Aide	\$27.00	\$37.80
Administrative Aide Bilingual	\$27.00	\$37.80
Agricultural Assistant	\$20.14	\$28.20
APOSD GIS Technician	\$28.00	\$39.20
Administrative Services Officer I	\$40.00	\$56.00
Buyer	\$29.14	\$41.80
Case Management Specialist	\$28.57	\$40.00
Clerical Helper	\$17.14	\$24.00
Clerk-Recorder-Assessor Specialist I/II	\$20.71 - 52.00	\$29.00 - 35.00
Community Health Worker I/II	\$20.00 - 25.71	\$28.00 - 36.00
Community Health Worker Specialist	\$25.00	\$35.00
Cook	\$23.57	\$33.00
County Communications Specialist	\$32.14 - 32.29	\$45.00 - 55.00
Data Entry Operator II	\$22.86	\$32.00
Department Analyst	\$35.00	\$49.00
Department Information Systems Specialist I/II	\$39.29 - 46.43	\$55.00 - 65.00
Department Information Systems Technician I/II	\$32.14 - 39.29	\$45.00 - 55.00
Department Program Manager	\$41.00	\$57.40
Document Imaging Technician I/II	\$20.00	\$28.00
Elections Specialist I/II	\$35.29 - 25.71	\$29.40 - 36.00
Executive Secretary	\$25.00	\$35.00
Geographical Information Systems Technician I/II	\$39.29 - 50.00	\$55.00 - 70.00
Health Information Specialist	\$27.00	\$37.80
Human Services Aide I/II	\$20.00 - 22.86	\$28.00 - 32.00
Information Systems Project Manager	\$50.00 - 64.29	\$70.00 - 90.00
Information Technology Analyst II	\$35.71 - 42.86	\$50.00 - 60.00
Interpreter/Translator I/II	\$17.86 - 24.29	\$25.00 - 34.00
Legal Processor I/II	\$20.00 - 23.57	\$28.00 - 33.00
Mail Clerk	\$18.57	\$26.00
Mail Materials Records Handler I/II	\$22.86	\$32.00
Mail Materials Records Supervisor	\$20.86 - 23.02	\$29.00 - 32.00
Maintenance Worker I	\$20.00 - 24.00	\$28.00 - 33.60
Materials & Equipment Specialist	\$27.00	\$37.80
Materials Handler	\$20.71 - 22.86	\$29.00 - 32.00
Medical Transcriber	\$25.00	\$35.00
Network Analyst	\$35.71 - 46.43	\$50.00 - 65.00
Office Assistant I/II	\$17.14 - 20.00	\$24.00 - 28.00
Office Assistant II Bilingual	\$20.71	\$29.00
Parking & Facility Officer	\$24.00	\$33.60
Payroll Clerk	\$26.00	\$36.40
Programmer Analyst	\$35.71 - 50.00	\$50.00 - 70.00

Job Class	Salary/Salary Range Paid to	Hourly Bill Rate/ Bill Rate Range
	Employee	Charged to County
Receptionist	\$20.00	\$28.00
Receptionist Bilingual	\$20.71	\$29.00
Secretary	\$23.00	\$32.20
Secretary Bilingual	\$23.57	\$33.00
Senior Legal Processor	\$25.00	\$35.00
Senior Network Analyst	\$46.43 - 53.57	\$65.00 - 75.00
Senior Office Assistant	\$22.00	\$30.80
Senior Office Assistant Bilingual	\$23.00	\$32.20
Senior Programmer Analyst	\$46.43 - 60.71	\$65.00 - 85.00
Senior Storekeeper (Warehouse)	\$23.57	\$33.00
Senior Systems Support Technician	\$50.00 - 60.71	\$70.00 - 85.00
Social Work Assistant	\$23.00	\$32.20
Storekeeper (Warehouse)	\$21.57	\$30.20
Systems Software Analyst	\$46.43 - 60.71	\$65.00 - 85.00
Systems Support Technician	\$30.00 - 37.14	\$42.00 - 52.00
Telephone Operator	\$19.43	\$27.20
Voter Registration Clerk	\$18.00	\$25.20

### **Government Mandated Costs**

The bill rates provided herein were developed based on AppleOne's current account management, recruiting, overhead and general administrative expenses, statutory taxes and other mandatory costs as of the date of this Proposal. The parties agree that, upon AppleOne's written notice to the County, any statutory or other government-mandated cost or expense that is imposed or increased during the term or performance of services under this Agreement will be passed through to the County by AppleOne on the County's invoices, at cost (i.e., without additional markup). These imposed and/or increased costs may include, but are not limited to: Workers' Compensation Insurance and State Unemployment Insurance.

## Affordable Care Act

The County and AppleOne acknowledge that through the Patient Protection and Affordable Care Act of 2010, as amended ("ACA"), and regulations promulgated thereby, statutory requirements have been imposed upon certain employers of certain employees working in the USA. AppleOne is committed to fulfilling its ACA obligations through offering ACA compliant benefits to eligible contingent workers, including AppleOne's employees assigned to the County.

No other costs to be reimbursed without prior written approval of County.

Exhibit C

Template #5

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- 1. Workers Compensation and Employers Liability Insurance
  - **a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
  - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
  - **c.** Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
  - **d.** Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

# 2. General Liability Insurance

- **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- **b.** Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- **d.** County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- **e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- **g.** The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- **h.** Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3.** Automobile Liability Insurance

**a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

- **b.** Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- **d.** Required Evidence of Insurance: Certificate of Insurance.
- 4. Professional Liability/Errors and Omissions Insurance
  - a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
  - **b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
  - **c.** If Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
    - **i.** Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
    - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
  - **d.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
  - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - **f.** <u>Required Evidence of Insurance</u>: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- 5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### **6.** Documentation

- a. The Certificate of Insurance must include the following reference: Agreement with County of Sonoma 1/1/2022 to 12/31/2024.
- **b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1-4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Human Resources, 575 Administration Drive, Suite 116B, Santa Rosa, CA 95403.
- **d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- **f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- 7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### **8.** Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.