

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 **BOLT Staffing Services Inc.**, a Private S Corporation (hereinafter "Consultant").

R E C I T A L S

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:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in **Exhibit A** and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and **Exhibit A**, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. 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. Payment. 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 Article 12. 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. Term of Agreement. 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 Article 4 below.

4. Termination.

4.1 Termination Without Cause. 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 Termination for Cause. 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 Delivery of Work Product and Final Payment Upon Termination. 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 Payment Upon Termination. 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 Section 4.2, 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 Authority to Terminate. 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. Indemnification. 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, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations 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' performance or obligations 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 at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. 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. Insurance. 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 Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. 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 Standard of Care. 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 Status of Consultant. 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 Article 4, 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 No Suspension or Debarment. 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 Taxes. 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 Records Maintenance. 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 Conflict of Interest. 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 Statutory Compliance/Living Wage Ordinance. 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 Nondiscrimination. 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 AIDS Discrimination. 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 Assignment of Rights. 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 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. 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. Assignment and Delegation. 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. Method and Place of Giving Notice, Submitting Bills and Making Payments. 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: Joanne Sanders, CEO
BOLT Staffing Services Inc.
955 Broadway
Sonoma, CA 95476

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 No Waiver of Breach. 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 Consent. 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 No Third Party Beneficiaries. 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 Applicable Law and Forum. 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 Captions. 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 Merger. 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 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. 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: BOLT STAFFING SERVICES INC.

By: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____

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 create implementation plan.
2. **Department Work Plans:** Contractor will meet with County managers as needs arise to ensure successful placement of temporary staffing employees; and will continue the practice of meeting with County managers should the need arise.
3. **Recruitment:** Contractor will ensure a sufficient number of qualified persons are readily available to meet the County's temporary help needs by aggressively recruiting such individuals for assignment at the county as stated on pages 17-18 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 18- 21 of Contractor's proposal:
 - a. The following narrative sections are referenced from Contractor's proposal:
 - i. Testing and Screening Services: page 21
 - ii. Reference and Background Checks, Drug Tests, and DMV Screens: page 21
5. **Orientation Services:** Contractor will provide the internal and customized orientation for each of Contractor's temporary workers prior to assignment at the County. Contractor will also create a customized orientation 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 "Turnaround Time" narrative section on page 17 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.
8. **Service Guarantee:** In the event that a temporary staffing employee does not initially meet performance standards, the Contractor agrees to provide a replacement, free of charge, and not to charge the County for the eight (8) hours worked by that employee. Contractor's proposal indicates 4 hours on page 23 of Contractor's proposal, however, Contractor agrees to the 8 hours.
9. **Account Assessment Services:** Contractor will take affirmative steps as stated within the "Policy regarding replacing a temporary employee" narrative section on page 23 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 "Customer Service and Quality Assurance" narrative section on page 23 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. 90-days is defined as billable days, not calendar days, on each assignment.

12. **Invoicing:** Contractor will provide accurate and timely weekly billings for Contractor employees' services in the manner represented on page 10 of Contractor's proposal.
13. **Reporting Services:** Contractor will provide County customized reporting services as stated on page 20 under the Billing narrative 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.
15. **Background Checks:** Contractor agrees to provide background screenings for temporary staffing workers supplied to the County, as stated within the narrative section on "Reference and Background Checks, Drug Tests, and DMV Screens on page 21 of the Contractor's proposal.
16. **Web-based timekeeping:** Contractor offers the county the BOLT online web portal for timesheets as outlined on page 20 of the Contractor's proposal.
17. **Cost Discount:** The Contractor agrees to provide the County with a 1% discount on each invoice paid within the agreed credit terms as stated on page 10 of the Contractor's proposal. In the event a new job class is added to the Agreement, Contractor will provide County the same cost discounts as provided in other jobs in Contractor's proposal.

Section III - Cost of Service

BOLT is pleased to offer the County of Sonoma with our proposed pricing plan. Our competitive rates will maximize our ability to attract the highest caliber of candidates the County is seeking to further its mission of public service.

BOLT will charge the County a pre-determine bill rate for our staffing services.

What is included in BOLT's Inclusive Rate?

BOLT's bill rate is a predetermined bill rate for a temporary employee. The bill rate is determined by the temporary employee's job title, schedule, and the level of experience in their function.

For example, our bill rate range for an administrative aid is \$34 to \$35. This range enables Sonoma County to have a wider range of qualified candidates, and encourage more candidates with different professional backgrounds to show interest in the position.

The price paid by the county includes all expenses involved in the hiring and management of employees including: Payroll Taxes, Workers Compensation Insurance, Unemployment Insurance, Sick Pay, pre-employment skill assessments, background checks, and other administrative costs.

ACA charges will appear as a separate line item on county invoices.

Sonoma County will pay \$0.25 per billed hour as a passthrough cost related to the Affordable Care Act.

Sonoma County is eligible for additional discounts on our Bill Rate.

BOLT Staffing will provide the county with a 1% discount for each invoice paid within the agreed credit terms. For example, an invoice for \$10,000 paid on time will qualify the County for a \$100 credit, applicable on the next invoice.

Please refer to the table on the following page for BOLT's bill rate by position.

Temporary Staffing Workflow

1. Post Jobs

Turnaround Time

We have a dedicated public-sector recruiting team that understands the needs of our government clients. This team will begin working on the order within 2 hours of us receiving it.

We expect to fill most entry and mid-level orders within 2 to 4 days. When an urgent need arises, BOLT is capable of filling next-day orders.

Expansive Reach

BOLT has a dedicated internal marketing department with the skills and expertise to write compelling job descriptions that attract quality candidates.

We utilize SEO best practices to maximize our applicant count. All BOLT job postings are keyword optimized and consistently updated for maximum engagement.

Ongoing Recruitment

Through more than 20 years of recruiting efforts, BOLT has cultivated a large internal database that includes more than 25,000 California job seekers.

We are consistently recruiting – through recruiters building relationships with local job seekers, and by advertising our positions on both social media platforms and traditional job positing websites.

We actively seek out partnerships with local community groups to connect with a larger audience of job seekers.

2. Source & Connect with Candidates

High Volume Sourcing

BOLT has established sourcing pipelines that are capable of sorting through and engaging with high volumes of candidates.

Applicants from all sources are prompted via email and text to schedule a pre-screen call with a BOLT recruiter.

Pre-Interview Screening

Before conducting full-length interviews, our recruiters hold pre-screen calls to gather candidate's information and determine their eligibility for the job.

During this call candidate's profiles are created in BOLT's applicant tracking system and information is added including:

- Scheduling availability
- Work experience
- Transportation methods
- Education level
- Desired pay rates
- Willingness to travel

3. Screen Candidates

Ensuring Workplace Rediness

Our recruiters conduct behavioral-based interviews to gauge candidate's fit and interest level. They ask questions like:

- What motivates you to work?
- What was something you found challenging at your last job?
- What are you looking for in your next job?
- How do you approach conflict and conflict resolution with your manager and coworkers?

Skill Assessments

BOLT partners with ESkill to skill test our applicants on a wide range of subjects and jobs. BOLT will work with Sonoma County to determine which skill assessments are needed to qualify candidates for the position.

Resume Verification, Background Checks & Drug Screens

BOLT has the expertise and technology to quickly and reliably verify candidates' resumes. This includes the verification of:

- Prior work experience
- Academic achievements
- References

Additionally, BOLT Recruiters are knowledgeable of the different types of drug and alcohol screens and can assist candidates in scheduling those tests.

4. Hiring

Quality Standards and Service Guarantees

BOLT's multi-step interview process helps to ensure that candidates are not only qualified for their positions but that they will be successful employees for Sonoma County.

BOLT will screen out candidates with:

- Unreliable transportation
- Unverifiable work or education experience
- Insufficient technical skills
- Disagreeable personalities

Should Sonoma County find a temporary employee unsatisfactory, BOLT will provide a replacement, free of charge.

5. Payment

Internal Payroll Department

BOLT's internal payroll department allows for the fast and easy resolution of any payment issues that might arise.

When staffing agencies outsource their back office, clients are forced to deal with 3rd party companies who can be unresponsive and unhelpful. BOLT has trained and knowledgeable staff to address our client's concerns efficiently.

BOLT's Payroll staff does a thorough weekly audit of payroll to accurately track benefits and catch any potential discrepancies before issuing payments.

Timesheet Approval and Submission

Sonoma County officials can quickly and easily approve their employee's timesheets in one of two ways:

1. Using BOLT's electronic web portal to view and approve their employee's timesheets
2. Signing their employee's physical timesheet

Billing

BOLT invoices its clients on a weekly basis. BOLT's clients can track their spending by location, job, division, or purchase order. Our clients also have the option to sign up for monthly usage reports.

Performance Evaluation

BOLT performs ongoing performance evaluations for its temporary employees, and provides detailed performance and usage reports to its clients, as requested.

Testing and Screening Services

Testing Services

BOLT utilizes ESkill, an online skill assessment platform, to test our candidates on a variety of technical skills. BOLT will work with Sonoma County to understand which of the 1,000+ tests should be administered to qualify candidates for positions. Tests BOLT offers are broken down into two categories, Job Tests and Skill Tests. Descriptions and examples of each are listed below.

- Job Tests - Assessments that combine multiple subjects needed for a wide range of job positions
 - Call Center Operator
 - Administrative Specialist
 - Office Manager
 - Accounting Clerk
 - IT Systems Support Analyst

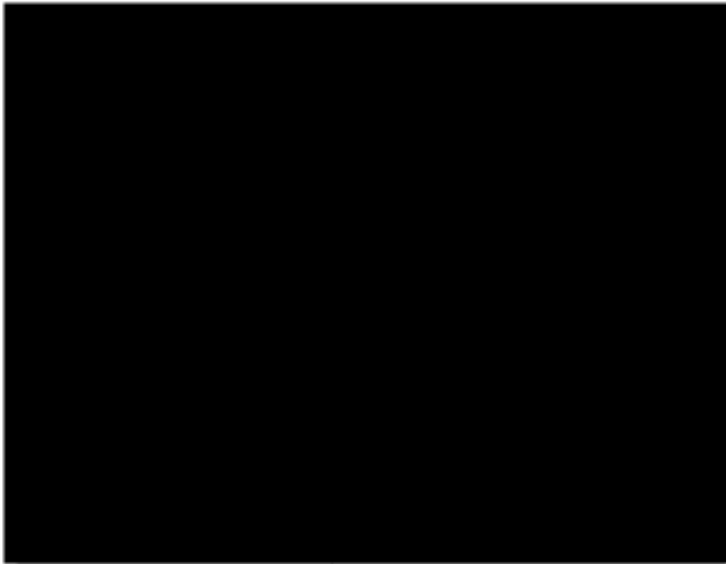
- Subject Tests - Single-subject predefined tests, suitable for testing candidates at all levels in-depth on a single subject
 - Project Management
 - Accounting and Bookkeeping Principles
 - Microsoft Office
 - Can test for specific programs including Word, Excel, Powerpoint, etc.
 - Language Tests (English, Spanish, French, German, etc.)
 - Basic math
 - Typing

Reference and Background Checks, Drug Tests, and DMV Screens

BOLT has years of experience staffing positions that require a variety of screens. Our staff can arrange the following pre-employment screens:

- Reference checks
- Criminal background checks
- Schedule I Controlled Substance Drug Screens
- Alcohol Tests
- Motor Vehicle Report Checks
- Credit background checks

Copy of Employment Application



Electronic Documents

In addition to the above applications, BOLT Staffing requires applicants complete the following electronic documents:

- Form I-9
- Federal W4
- ACA Insurance Options
- Employee Bill of Rights
- Payroll Information
- Work Opportunity Tax Credit Application

Customer Service and Quality Assurance

Plan and timeframe for addressing customer service related issues

High-quality customer service is a core pillar of BOLT Staffing's business. We pride ourselves on our responsiveness and work to resolve even the smallest issues with a high degree of urgency and care.

Should the County have any questions, concerns, or problems we encourage you to call our headquarters at (707) 939-2800. Sonoma County staff will be connected with a BOLT Staffing manager who can assist them within seconds of calling our office.

Policy regarding replacing a temporary employee

Though we hope to provide a qualified employee the first time, we understand that situations arise where replacements are required. Should a County supervisor find their contingent staff unsatisfactory and notify BOLT within the first 4 hours of work, BOLT will be happy to replace the employee, free of charge.

Should an employee prove, over time, to have excessive absenteeism, tardiness, personality conflicts, or other issues, BOLT will work with the County to develop a plan of action. This can include repercussions from a verbal warning, up to and including the termination of their assignment. If the selected contingency staff fails, or is unable, to perform the work in accordance with the project and County requirements, within one week of an engagement, BOLT will not bill the County for its staff's time. If an employee needs to be replaced BOLT will begin offering the position to alternates as soon as possible.

Plan for regular performance reviews to ensure continuous improvement

BOLT is committed to providing our clients with the highest quality of service possible. To achieve this we track and monitor our own performance metrics, in addition to soliciting feedback from our clients.

BOLT utilizes Tableau, a state-of-the-art business intelligence software, to track, evaluate, and improve the services we provide. We evaluate ourselves on metrics including, but not limited to, fill rates, fill time, and completion of assignment rates. We are happy to share these metrics with our clients upon request.

In addition to internal tracking, BOLT also seeks feedback from our clients to identify opportunities for improvement. Dependent on the clients preferences, we are willing and able to offer a variety of options for receiving feedback including, but not limited to, phone calls, in-person visits, surveys, forms, and fillable PDFs.

EXHIBIT B FEE SCHEDULE

Job Title	BOLT Rate
Account Clerk I	24-28
Account Clerk II	28-33
Account Clerk III	33-36
Accountant I	36-40
Accountant II	42-50
Administrative Aide	34-35
Administrative Aide Bilingual	35-36
Agricultural Assistant	27-31
APOSD GIS Technician	35-40
Administrative Services Officer I	50-58
Buyer	35-41
Case Management Specialist	33-35
Clerical Helper	21-25
Clerk Record Assessor Specialist I	24-28
Clerk Record Assessor Specialist II	26-31
Community Health Worker I	33-37
Community Health Worker II	33-38
Cook	29-31
County Communications Specialist	51-59
Data Entry Operator II	27-28
Department Analyst	38-43
Department Information Systems Specialist I	55-60
Department Information Systems Specialist II	60-65
Department Information Systems Technician I	45-50
Department Information Systems Technician II	50-55
Department Program Manager	47-56
Document Imaging Technician I	24-28
Document Imaging Technician II	26-30
Elections Specialist I	23-27
Elections Specialist II	26-30
Executive Secretary	33-35
Geographical Information Systems Technician I	55-60
Geographical Information Systems Technician II	60-70
Health Information Specialist	36-38
Human Services Aide I	28-32
Human Services Aide II	32-36

Job Title	BOLT Rate
Information Systems Project Manager	68-80
Information Technology Analyst II	50-60
Interpreter/Translator I	21-25
Interpreter/Translator II	27-31
Legal Processor I	26-33
Legal Processor II	36-42
Mail Clerk	22-24
Mail Materials Records Handler I	23-27
Mail Materials Records Handler II	26-30
Maintenance Worker I	27-31
Materials & Equipment Specialist	31-37
Materials Handler	28-31
Medical Transcriber	30-33
Network Analyst	50-65
Office Assistant I	21-25
Office Assistant II	25-28
Office Assistant II Bilingual	25-30
Parking & Facility Officer	28-33
Payroll Clerk	31-35
Programmer Analyst	60-80
Receptionist	25-27
Receptionist Bilingual	26-28
Secretary	29-31
Secretary Bilingual	30-32
Senior Legal Processor	29-33
Senior Network Analyst	75-90
Senior Office Assistant	27-28
Senior Office Assistant Bilingual	28-30
Senior Programmer Analyst	75-95
Senior Storekeeper (warehouse)	31-33
Senior Systems Support Technician	70-85
Social Work Assistant	26-31
Storekeeper (Warehouse)	28-29
Systems Software Analyst	70-85
Systems Support Technician	40-50
Telephone Operator	24-26
Voter Registration Clerk	24-26

Prices shown on this table include all qualifying California Sick Pay. The County will bear no cost when an assigned temporary employee uses sick time while on assignment.

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

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. Required Evidence of Insurance: 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.