

LARIMER COUNTY, COLORADO

Professional Services Agreement

THIS AGREEMENT is made by and between the Board of County Commissioners of Larimer County, Colorado, located at 200 W. Oak, Fort Collins, Colorado 80521 ("County"), and ManpowerGroup US Inc., located at 100 Manpower Place, Milwaukee, WI 53212, ("Contractor"). County and Contractor agree to the following terms and conditions:

1. TERM

- a. Initial Term. The initial term of this Agreement shall be from _____ through and including _____ ("Initial Term"), unless sooner terminated as provided for in this Agreement.
- b. Extension Terms. County may, at its sole option, extend the term of this Agreement beyond the Initial Term for up to ___ additional one-year terms at the same rates and under the same terms provided for herein (each such period being an "Extension Term"). County shall notify Contractor of its election for an Extension Term(s) as provided for in §6.
- c. Early Termination for Convenience of County. County may, at its sole option, terminate this Agreement at any time for its convenience and without cause. Upon receipt of such notice, Contractor shall be subject to this subsection and §5(a)(i).
 - i. County shall provide Contractor written notice of such termination in accordance with §6, and such notice shall specify the effective date of the termination.
 - ii. If County terminates for convenience, Contractor will be paid for Work completed and unpaid prior to the effective date of termination as follows:
 1. Lump Sum Contracts: The percentage of the total lump sum fee that represents the ratio of Work completed to the total amount of Work;
 2. Cost Plus Fixed Fee Contracts: Incurred cost of actual Work performed plus a percentage of the fixed fee that represents the ratio of Work completed to the total amount of Work;
 3. Specific Rate of Compensation Contract: Incurred cost of actual Work performed;
 4. Per Unit of Work Contract: The cost of each completed unit of Work and/or a percentage of each partially completed unit of Work.
 - iii. In no event shall County be liable for costs incurred by Contractor after the specified termination date, including but not limited to anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or post-termination overhead or unabsorbed overhead.

2. STATEMENT OF WORK

- a. Contractor shall perform all the services, including delivery of any goods and services relating to such goods, as described in **Exhibit A** attached hereto (the "Work") and in accordance with the provisions of this Agreement.

3. PAYMENT

- a. All charges, prices, fees, and discounts related to the Work are set forth in the price schedule attached hereto as **Exhibit B** (the "Price Schedule").
- b. The total maximum cost to County under this Agreement is \$_____. In no event shall County be liable to pay any money more than this total maximum cost unless County agrees otherwise in writing.
- c. Contractor shall initiate payment requests by invoice to County in the amounts, form and manner stated on **Exhibit B**.
- d. Within 30 days of its receipt of a complete and proper invoice, County shall pay the invoice so long as the amount invoiced correctly represents Work completed by Contractor in compliance with the terms of this Agreement. Payment of any invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement. Prior to payment, County reserves the right to require such additional documentation that it reasonably deems necessary to support invoices and payments to Contractor. In such event, payment deadlines shall be tolled and non-payment pending receipt and review of such additional documentation shall not constitute a breach by County.
- e. Contractor agrees that all invoices shall be exclusive of all excise, sale, use and other taxes for which County is exempt. Upon request, County shall provide Contractor a tax-exempt certificate or other similar form demonstrating its tax-exempt status.
- f. Larimer County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Termination of this agreement due to future non-appropriation shall not be considered a breach or default by County.

4. BREACH

- a. The failure of either party to perform any of its obligations in accordance with this Agreement, in whole or in part, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- b. In the event of a breach, the non-breaching party shall give written notice of the breach to the other party in accordance with §6. If the notified party does not cure the breach within 30 days after the effective date of the notice pursuant to §6, the non-breaching party may exercise any of the remedies as described in §5 for that party. Notwithstanding any provision of this Agreement to the contrary, County may immediately terminate this Agreement for convenience and without cause as provided in §1(c) without prior written notice and without a cure period.

5. REMEDIES FOR BREACH

- a. County Remedies. If Contractor is in breach under any provision of this Agreement and fails to cure such breach following notice and 30 days to cure as provided in §4 above, County may terminate this Agreement or any portion of this Agreement, or in its sole discretion choose one or more of the following remedies: Withhold payment to Contractor until Contractor cures its breach; or Suspend Contractor's performance, pending

corrective action by Contractor, with respect to all or any portion of the Work, which may include immediate removal from the Work of any Contractor's employees, agents or subcontractors whom County deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable with respect to the Work.

- i. If County terminates this Agreement, Contractor shall take all actions necessary to carry-out the termination on the date specified in the termination notice and to minimize the liability of Contractor and County to third parties. All such actions shall be subject to prior approval of County and shall include, without limitation, the following:
 1. Halting performance of all services and other work under the Agreement on the date(s) and in the manner specified by County;
 2. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
 3. Terminating all existing orders and subcontracts in a manner that minimizes liability to the greatest extent feasible under the circumstances;
 4. At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 5. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;
 6. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
 7. Taking such action as may be necessary, or as County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.
 - ii. Contractor shall be liable to County for any damages sustained by County in connection with any breach by Contractor, and County may withhold payment to Contractor for purposes of mitigating damages and losses sustained by County in connection with any breach by Contractor.
- b. Contractor Remedies. If County is in breach under any provision of this Agreement and fails to cure such breach following notice and 30 days to cure as provided in §4 above, Contractor may terminate this Agreement and shall have all remedies available by law and equity.
 - c. No Binding Arbitration. Larimer County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement, whether expressly stated or by incorporation, shall be null and void. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.

6. NOTICE & REPRESENTATIVES

- a. All notices required or permitted under this Agreement shall be in writing and delivered in person, by certified or registered mail, or via email with read-receipt requested to the following designated party representatives (“Contract Administrator”):
 - i. If to County: _____
 - ii. If to Contractor: ManpowerGroup US Inc.
100 Manpower Place
Milwaukee, WI 53212
Attention: Business Law Department
- b. County’s Contract Administrator does not have the authority to alter or modify the terms of this Agreement.
- c. Notices delivered in person or by certified or registered mail are effective upon delivery. Notices sent via email are effective upon receipt as evidenced by read receipt.

7. LIABILITY

- a. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to County under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.
- b. General & Intellectual Property Indemnification. Contractor shall indemnify and hold harmless County, its employees, officials, and agents (“Indemnified Parties”) for:
 - i. any losses and liabilities incurred by the Indemnified Parties in relation to any act or omission by Contractor, its employees, agents, subcontractors, or assignees in connection with this Agreement; and
 - ii. any losses and liabilities incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.
- c. Duty to Defend. Contractor shall defend the Indemnified Parties by attorneys and other professionals reasonably approved by the Indemnified Parties against any claims, suits, actions or proceedings covered by the indemnities set forth in §7(b) above. In no event shall any matter be settled without prior approval by the Indemnified Parties.
- d. Insurance. Contractor shall obtain, and maintain continuously for the term of this Agreement, at its expense, the insurance types and amounts set forth in **Exhibit C** attached hereto. Contractor is not relieved of any liability or other obligations due to its failure to obtain or maintain insurance in sufficient amounts, durations, or types.
- e. No Pledge of Credit or Aid to Corporations. Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, County shall not indemnify or hold harmless Contractor or any party related to or operating under this Agreement. No provision of this Agreement shall limit or set the amount of damages available to County to any amount other than the actual direct and indirect damages to County, regardless of the theory or basis for such damages. Any provision included or incorporated in this Agreement by reference which purports to negate this provision in whole or in part, or which conflicts with its terms, shall

not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.

8. GENERAL PROVISIONS

- a. Independent Contractor. Contractor is an independent contractor and under no circumstance will Contractor or any agent or employee of Contractor be deemed an employee of County. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through County, and Contractor is solely responsible to provide such benefits at its sole cost.
- b. No Assignment. All rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent by the other party, and any such transfer or assignment shall subject the transferee/assignee to all provisions of this Agreement.
- c. Standard and Manner of Performance. Contractor shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.
- d. Not Exclusive. Contractor is not guaranteed any work except as expressly stated herein, and this Agreement does not create an exclusive contract for the Work.
- e. Choice of Law, Jurisdiction and Venue. Colorado law shall be applied in the interpretation, execution and enforcement of this Agreement. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in Larimer County, Colorado.
- f. Contractor's Records. Contractor shall maintain a file of all documents, records, communications, notes, accounting records and other materials relating to the Work, including documents, records, communications, notes, and other materials related to the Work performed by subcontractors or agents (collectively the "Contractor's Records"), for a minimum of three (3) years from the date of final payment to Contractor under this Agreement. During performance of the Work and for the required record retention period, Contractor shall permit duly authorized agents and employees of County to enter Contractor's offices to inspect, review, copy, examine, and/or audit Contractor's Records at all reasonable times with a minimum of two (2) business days' notice from County.
- g. Debarment. Contractor certifies by signing this Agreement that neither Contractor, the organization, nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the System for Award Management (SAM) exclusions list maintained by the General Services Administration (GSA).
- h. Authority. Each party represents and warrants that the execution and delivery of this Agreement and the performance of such party's obligations have been duly authorized.
- i. No Third-Party Beneficiaries. This Agreement is for the sole benefit of County and Contractor and nothing herein shall be construed as giving any benefits, rights, remedies, or claims to any other person or entity. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to County and Contractor. Any services or benefits which third parties receive as a result of this Agreement are incidental.

- j. Public Records. County is subject to the Colorado's Open Records Act ("CORA") and Contractor acknowledges that this Agreement is disclosable to the public pursuant to CORA. Additionally, Contractor understands that other records and information related to this Agreement may be subject to public disclosure pursuant to CORA, and County will release any such records per the requirements of CORA. County shall not be responsible for any damages or claims related to its disclosure of records or information it determines must be disclosed pursuant to CORA or any other applicable law.
- k. Laws and Regulations. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- l. Public Contracts for Services. [Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and County within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to County a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-102 et seq., County may terminate this Agreement for breach and, if so terminated, Contractor shall be liable for damages.
- m. Ownership of Work Product. The tangible and intangible products of the Work performed under this Agreement, including but not limited to documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, pictures, negatives, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work ("Work Product"), are intended to be works made for hire and shall be solely owned by County. Contractor assigns to County all right, title, and interest to all Work Product, and agrees to cooperate and execute any documents in furtherance of County securing and/or protecting its intellectual property rights related to the Work Product. Work Product does not include any material developed by Contractor prior to the effective date of this Agreement that is used, without modification, in performance of the Work.
- n. Counterparts and Signatures. This Agreement may be executed in several identical counterparts, all of which taken together shall constitute one single agreement between

the parties. Facsimile signatures and signatures transmitted via portable document format (PDF) shall be considered as original signatures.

9. ADDITIONAL PROVISIONS

- a. At the expense of County, Contractor will provide to County or, to the extent of its ability to do so, require Assigned Employees to provide to County all documents, information and assistance requested to establish or enforce its rights hereunder. Contractor will require Assigned Employees to sign an agreement including language consistent with the foregoing, a copy of which is available upon request.

**BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY**

By: _____
Chair DATE

Attest: _____
Deputy Clerk

CONTRACTOR

By: _____
Signature DATE

Printed Name: _____

EXHIBIT A

Scope of Work

1. DUTIES OF CONTRACTOR

- a. Provision of Staffing Services. Contractor will provide to County the staffing services specifically listed in this Exhibit A and generally described as follows (“Staffing Services”): recruiting, interviewing and/or screening candidates; providing offers of employment to qualified candidates when appropriate; assigning candidates that have accepted employment with Contractor who, in Contractor’s judgment, are best qualified to perform the type of work described by County (“Assigned Employees”), and removing any Assigned Employee at the request of County for any lawful reason. In addition, on behalf of all Assigned Employees, Contractor will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; establish and contribute to such benefit programs as Contractor deems appropriate; make employer shared responsibility payments required under the Affordable Care Act (“ACA”); make unemployment contributions; and handle unemployment and workers’ compensation claims with respect to compensation that Contractor has agreed to pay (“Employer Obligations”). For purposes of the ACA, Contractor will treat all Assigned Employees as common-law employees of Contractor. The Assigned Employee(s) will perform the work on behalf of County at the locations within the United States specified in §4 of this Exhibit A.
- b. Worker’s Compensation Insurance. Contractor will provide worker’s compensation insurance coverage for Assigned Employees as specified in Exhibit C.
- c. Screening. Contractor will screen the Assigned Employees based on the specific checks and tests set forth in §5 of this Exhibit A. The cost of which will be billed as indicated in table in §5 of Exhibit B.
- d. Guarantee. In the event that County is not satisfied with the performance of any Assigned Employee, then, upon County’s request, Contractor will remove the Assigned Employee with whom County is not satisfied from the assignment, relieve County of the obligation to pay for the number of hours specified in Exhibit B and worked by the same Assigned Employee, and use its best efforts to provide a replacement Assigned Employee as soon as practicable (the “Limited Warranty”). The Limited Warranty described herein shall be Contractor’s sole obligation to County and County’s exclusive remedy with respect to any nonconformity or deficiency in services, work product or deliverables furnished to County.
- e. Employee Waiver. Contractor will require Assigned Employees to sign an agreement stating that Assigned Employees will not be entitled to benefits offered or provided by County to its own staff, a copy of which is available upon request.

2. DUTIES OF COUNTY

- a. Supervision of the Work. County agrees to supervise and control the work, premises, processes and systems to be performed by Assigned Employees and to review and approve the corresponding work product. In addition, County will control the development, quality and implementation of the work product. Contractor is the employer of the Assigned Employees and will remain responsible as the employer with respect to the Employer Obligations outlined above.
- b. Accurate Job Description. County will provide Contractor with a job description that accurately summarizes the primary duties of all Assigned Employees. This job

description will be provided to Contractor prior to the Assigned Employee's commencing his or her assignment. County will not make material changes in any Assigned Employee's job duties or risks without Contractor's prior written approval. County will not entrust any Assigned Employee with unattended property or valuables, such as cash, negotiable instruments, keys, merchandise and confidential or trade secret information, other than as is strictly required by the job description provided to Contractor.

- c. County Benefits. County will not offer or promise any Assigned Employee compensation or benefits under any County-provided plan, and County will exclude Assigned Employees from any County-provided plan whenever possible.
- d. Driving. While on assignment by Elwood Staffing to Client, Associates shall not operate any vehicles, powered industrial trucks, or other power equipment ("Equipment") whether said Equipment is owned or non-owned by Client.
- e. Provision of Equipment, Supplies and Training. County shall provide Assigned Employees with all equipment, facilities and supplies reasonably necessary for them to perform their duties hereunder. County shall train Assigned Employees with regard to all County policies and procedures that may be adopted or implemented from time to time which, in County's judgment, will enable Assigned Employees to successfully perform their specific job duties.
- f. Notification of Complaints and Incidents. County agrees to immediately inform Contractor of all formal and informal complaints, allegations, accidents, or incidents relating to any Assigned Employee's misconduct or workplace safety violation of which the County becomes aware, regardless of the source, including, but not limited to, allegations of sexual harassment, discrimination, violations of the Occupational Safety and Health Act, or threats of violence. To the extent commercially reasonable, County shall provide a complete and accurate disclosure of all circumstances surrounding such matters.

3. MUTUAL DUTIES

- a. Regular Review Meetings. Both parties will meet at regularly and mutually acceptable times to discuss the performance of this Agreement.
- b. Cooperation. The parties agree to cooperate fully and to provide assistance to each other in the investigation and resolution of any complaints, claims, actions or proceedings which may be brought by or involve any Assigned Employee. The parties agree to immediately notify each other of any injury or accident occurring while Assigned Employees are performing work for County and any claim for worker's compensation benefits involving Assigned Employees.
- c. Safety and OSHA Compliance. County will provide all Assigned Employees with a safe worksite and will provide information, training and safety equipment with respect to any hazardous substances or conditions to which Assigned Employees may be exposed at the worksite, whether or not required by law. Without limiting the generality of the foregoing, because County controls the facilities in which Assigned Employees work, it is agreed that County is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees working at County's facilities. Contractor will, at the request of County, instruct its employees on general safety matters in accordance with information provided to Contractor by County.

4. JOB DESCRIPTIONS AND LOCATIONS*

Job Title	Job Description	Location
Clerical		
Industrial		
Professional		

* If the parties decide to change the scope of the Agreement by, for example, adding or deleting jobs or locations, they must execute an amendment to this Agreement reflecting the intended change. Contractor reserves the right not to provide an Assigned Employee or candidate for any reason.

5. Background Checks and Testing

Required Y/N	Check or Test	Requirements, If Any
	Criminal Record Check	SSN Trace + 7 year history county criminal search
	Drug Tests	6 panel Oral where allowed by law
	Drug Tests	5 panel Urinalysis
	Education Verification	Highest degree received
	Employment Verification	Maximum 2 employers
	Driving Record Check	
	Credit Check	
	Other (define and request pricing before final agreement is signed)	

EXHIBIT B
Price Schedule and Payment Terms

1. RATES*

Job Title	Straight Time Bill Rate	Markup Percentage of Hourly Rate
Clerical		38%
Industrial		46%
Professional		40%

[Select either straight time or markup as the method of calculating rates and delete the column not used]

* The above Rates are comprised in part of the following costs associated with Contractor's Employer Obligations and are subject to §3(a) of this Exhibit B: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums. Further, the above Rates are also based upon County committed volumes. In the event the committed volumes are not achieved by County, the above Rates are subject to change.

2. PAYMENT

a. County agrees to pay Contractor for its Staffing Services hereunder at the rates set forth in §1 above and also agrees to pay any additional costs or fees set forth in this Exhibit B. County understands and acknowledges that such rates include payroll burden costs, which represent the allocated share of estimated Employer Obligations. Contractor will invoice County weekly at the address set forth in the Agreement. Payment will be due upon receipt of invoice. Contractor may charge interest at the rate of one and one-half percent (1 ½) per month on any amounts unpaid after forty-five (45) days of invoice date. Any late invoicing by Contractor shall not affect County's obligation to pay for services rendered. Amounts invoiced for work performed by Assigned Employees will be calculated on the basis of hours shown on Contractor time slips. Time slips will be in either paper or electronic format as determined by Contractor. County or County's designated representative will approve Contractor time slips, certifying that the hours shown are correct and authorizing Contractor to bill County for the hours worked by the named Assigned Employee. If County or County's designated representative are unavailable to approve time slips, Contractor is authorized to approve such time slips and such signed time slips will be conclusive as to the number of compensable hours worked by each Assigned Employee for that workweek, provided that County will have thirty (30) days to contest any inaccuracies in such time slips. County agrees that it will not request or require that Assigned Employees work any hours not recorded on a time slip.

3. ADDITIONAL PAYMENT TERMS

a. Rate Increases. If Contractor is required to increase wage and/or payroll burden costs at

any time during the term of this Agreement as the direct result of any determination, order or action by any applicable federal, state or local governmental authority including, but not limited to paid sick leave, prevailing wage and benefit requirements, or in order to meet Employer Obligations, County will reimburse Contractor for any such increase or equitable adjustment.

- b. Notice of Government Requirements. County agrees to notify Contractor immediately whenever any Assigned Employee will perform work pursuant to a government contract covered by the Service Contract Act of 1965, the Davis Bacon Act and Related Acts or any applicable federal, state or local governmental requirement and to pay Contractor the price differential or equitable adjustment associated with any wage determinations under such government contract.
- c. Payment for Overtime. The pricing provided on Exhibit A does not contemplate non-exempt Assigned Employees (as “non-exempt employee” is defined in the Fair Labor Standards Act or relevant state law) working overtime. If Assigned Employees work more than forty (40) hours in any one work week, Contractor will be paid for the additional hours at a rate of one and one-half times the Assigned Employee's straight-time bill rate. The overtime rate will also apply, when required by a government contract or applicable law or regulation, for work in excess of eight (8) hours in any one day. In jurisdictions in which other overtime or double-time obligations are imposed by statute or regulation, Contractor will bill at the bill rate for overtime that Contractor must pay its employees. Hours, if any, required to be paid at premium rates will be included on time slips and approved in accordance with §2(a) of this Exhibit B.
- d. Reimbursement for Expenses. In the event that an Assigned Employee is required to incur business and/or travel expenses, such expenses will be paid by Contractor and reimbursed to Contractor by County at Contractor's actual cost.

4. BACKGROUND CHECKS AND TESTING

Check or Test	Requirements, If Any	Cost
Criminal Record Check	SSN Trace + 7 year history county criminal search	\$ 16.25 per employee.
Drug Tests	6 panel Oral where allowed by law	\$ 8.00 per employee.
Drug Tests	5 panel Urinalysis	\$ 30.00 per employee
Education Verification	Highest degree received	\$ 7.50 + Fees per employee.
Employment Verification	Maximum 2 employers	\$ 15.00 + Fees per employee
Driving Record Check		\$ 2.00 + fees per employee
Credit Check		\$ 3.75 per employee.

Other (define and request pricing before final agreement is signed)		\$ per employee.
---	--	------------------

5. CONVERSION AND TRANSFER

In the event County hires any Assigned Employee as County’s employee, engages any Assigned Employee as an independent contractor, or permits any Assigned Employee to transfer to another entity’s payroll in order to perform work for County or at County’s facilities, County will pay to Contractor, within thirty (30) days from receipt of invoice, a fee as set forth below:

- a. Conversion During Agreement. Contractor will receive a scaled fee calculated based on the compensation to be paid to the Assigned Employee as an employee of County during the first (twelve) 12 months of hire by County plus all applicable taxes. Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, incentive bonuses and all other payments to be made to the Assigned Employee during the first year of employment. Where County provides a company car, the monetary value will be added to the salary.

Time on Assignment	Prorated Fee Schedule
80 to 160 Hours	12% of Permanent Placement Fee
161 to 320 Hours	10% Discount from Permanent Placement Fee
321 to 520 Hours	5% Discount from Permanent Placement Fee

- b. Transfer of Assigned Employees. In the event County permits any Assigned Employee to transfer to another entity’s payroll in order to perform work for County or at County’s facilities, County will pay to Contractor, a one-time placement fee in the amount of \$250 for each such Assigned Employee.

6. OTHER FEES

- a. Cancellation of Assignment. In the event County cancels an assignment without providing twenty-four (24) hours’ notice prior to the commencement of the assignment, County will be charged a fee equal to the bill rate for four (4) hours of work performed.
- b. Permanent Placement Services.
 - (1) Placement Fees. County agrees to pay a fee if County hires or retains a candidate, in any capacity, referred by Contractor within one (1) year after that candidate was presented to County, regardless of whether County learned of or could have learned of the candidate through other means. As follows is the fee payable, which is a fixed percentage of Compensation* paid by County:

Annualized Compensation	Fee Percentage
All positions	12% for all positions

*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

- (2) **Guarantee for Permanent Placement Services.** Except for a County-initiated reduction in workforce, elimination of the position or insufficient work for candidate, if a candidate hired by County is no longer employed by County sixty (60) days after candidate's start date with County, and provided that County has paid all invoices associated with such candidate, Contractor will, on a one-time basis, use its best efforts to replace the candidate at no additional cost. Nothing herein shall entitle County to a refund of any fee paid to Contractor.

7. REMOVAL OF ASSIGNED EMPLOYEE

- a. In the event that Contractor removes an Assigned Employee pursuant to §1(d) of Exhibit A, County will be relieved of the obligation to pay for the first four (4) hours of work performed by that Assigned Employee.

EXHIBIT C
Insurance Requirements