

# 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 **Gary D Nelson Associates, Inc. dba Nelson Staffing**, a California 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: Mary Lynn Bartholomew  
Gary D Nelson Associates, Inc. dba Nelson Staffing  
2901 Cleveland Avenue, Suite 103  
Santa Rosa, CA 95403

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: GARY D NELSON  
ASSOCIATES, INC. DBA NELSON  
STAFFING**

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/revise implementation plan. As a supplier of the County of Sonoma since 2007, Nelson 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 managers should the need arise.
3. **Recruitment:** Contract 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 within the "Recruitment Methodologies used to secure qualified employees" narrative section on page 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 18-20 of Contractor's proposal:
  - a. The following narrative sections are referenced from Contractor's proposal:
    - i. Skills Screening Methodology: pages 18-20
    - ii. Reference Checks: page 19
    - iii. Background Checks and Drug Screenings: page 20
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 on page 12 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 on page 20 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 after four or eight hours regarding the quality of services received, and provide regular follow-up as stated on page 20 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 on page 20 of the Contractor's proposal.
9. **Account Assessment Services:** Contractor will take affirmative steps as stated on page 21 and Exhibit B 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 on pages 21-22 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. This will be done on a weekly basis in the matter stated on page 22 of the Contractor's proposal.
12. **Invoicing:** Contractor will provide accurate and timely weekly billings for Contractor employees' services in the manner presented on page 22 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 on pages 23-24 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 36 of Contractor's proposal.
15. **Background Checks:** Contractor agrees to provide background screenings for temporary staffing workers supplied to the County, as stated on pages 15, 20, 21, 25, and 27 of the Contractor's proposal.
  - a. The following narrative sections are referenced from Contractor's Proposal:
    - i. Consumer Reporting Agency: pages 15 and 20
    - ii. Reference Checks: page 19
    - iii. Background Checks: page 20
16. **Cost Discount:** 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.
17. **Training and Support Services:** contractor offers to provide the County with Training and Support Services, as stated on page 25 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.
19. **Safety Specialist Services:** Contractor will make Contractor's safety specialist available to the County to provide safety evaluations, safety material, and ergonomic trainings as stated on page 25 of Contractor's proposal
20. **Tutorials:** Contractor will offer complimentary testing and tutorials for software programs to any County employee via email or in person at any of the Contractor's branch locations, as stated on page 25 of Contractor's proposal
21. **Web-based Timekeeping:** Contractor will utilize Nelson Time, a web-based timekeeping and expenses solution for workers and managers, for temporary staff working at the County, as stated on page 25 of Contractor's proposal.

# NELSON

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.

## Skills Assessment and Development

Nelson enjoys an excellent retention record among our temporary employees because we make them part of our organization, support their professional development and provide them with continual training and/or support services. Along with career counseling, interview skill enhancement and resume review, Nelson utilizes an online assessment tool and tutorials to support our candidate development. These tutorials are available at no charge to our candidates and to all County of Sonoma employees.

## Communication and Support while on Assignment

Our recruiters act as career consultants and support the professional development of our Nelson Associates and provide them with continual support. Our team is empowered to resolve day to day issues ranging from emergencies to complaints. Nelson team members who have a concern out of the norm, will include their regional Vice President to assist with resolution. Our Nelson interview, onboarding and assignment conformation process is inclusive of the below items. We also frequently communicate with our Associates via phone, email, and text to provide them with various workplace reminders.

- Scheduling and shift confirmation
- Reliability, punctuality, attendance
- Professional appearance
- Basic workplace skills, including communication skills, telephone skills, customer service, and time management
- Background checks as required by assignment

## Nelson's Orientation Process/Customized Orientations

All Nelson temporary employees are given a complete orientation covering Nelson's safety policies, procedures, rules, and guidelines. The orientation packet includes the following information:

- Pay, Benefits, Policies
- Direct Deposit Enrollment Form
- Timekeeping process
- Referral Bonus Information
- Paid Family Leave Information
- Workers' Compensation Benefits
- State Disability Insurance Provisions
- Medical Benefits Information
- Anti-Harassment/ Discrimination/Retaliation policy
- Safety Guidelines
- Covid 19 Prevention Program



In addition to our general orientation packet, Nelson can implement a customized orientation brochure for County of Sonoma temporary employees. Nelson will ensure that all temporary employees understand the dress code requirements. Nelson will customize the orientation to ensure all policies and procedures are communicated during orientation. Nelson will work directly with the key individuals at County of Sonoma to fully understand what is required to be successful on the job and what items a candidate should know prior to beginning an assignment.

Nelson temporary employees are informed of reporting job-related illness/injury procedures, and we will inform County of Sonoma with 24 hours of the incident.

# NELSON

Nelson is compliant with the ACA for our W-2 contractors. If the temporary employee meets the criteria: Full time (over 30 hour's week for at least 3 consecutive weeks) employees will be offered Anthem medical plans. Nelson covers 50% of the employee level coverage. We offer an HMO plan that's only available in California and an HSA plan available nationwide. Benefits become effective the 1st of the month following 60 days employment. A statutory surcharge of \$0.27 per hour for all hours worked will be added to each invoice for costs relating to local, city, state and/or federally mandated employee benefits and/or training. Nelson reserves the right to request from the Client an increased markup and may adjust the Statutory Surcharge due to changes to the mandated employee benefits and/or training.

Our temporary Associates are an integral part of our overall business success; Nelson offers a benefits program that maintains a stable and healthy workforce.

Nelson is compliant with the ACA for our W-2 Associates. Our benefits package provides all workers, regardless of hours worked per week, with individual and family coverage for medical care, prescription drugs, dental and vision. If the Associate averages working 30 or more hours per week during one of our ACA measurement periods, they will be offered minimum value health coverage through Anthem Blue Cross and/or Kaiser Permanente (California Only). For 2022, Nelson covers up to 70% of the employee level coverage. We offer an HMO and HSA plan that's only available in California and two HSA plan options available nationwide. ACA charges will appear as a separate line item on the invoices.

## **Life Insurance**

Life insurance is offered for the Associate and their family through The American Worker.

## **Referral Bonus**

Nelson Associates are eligible for a cash referral bonus when a qualified referral is placed on a temporary or temporary-to-hire assignment or in a direct hire position.

## **Benefit Discounts**

Nelson Associates can sign up for discounted access for a variety of benefits, such as legal, identity theft, pet insurance, gym memberships and more.

## **AT&T Wireless - Cell Phone Discount**

Nelson Associates are eligible for discounts on their wireless-cell phone plan.

## **Recognition and Retention Programs**

A sample recognition and retention program for Nelson Associates are designed to provide incentives for the supplemental staff. These programs can be used to address common turnover factors and thus help to increase employee retention. Individual programs may vary depending on budgetary constraints and/or your needs and expectations, and all of these programs can be customized per your request:

- Employee appreciation events
- Associate-of-the-Month
- Performance endorsements

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

Nelson Staffing utilizes Employment Screening Resources (ESR) to conduct background investigations and credit checks. Our typical County of Sonoma background search consists of a seven-year County criminal search including a SSN trace/address history locator. Nelson can also conduct DMV checks and credit checks as needed by position.

Because Nelson values the relationship we have with County of Sonoma, Nelson will cover the cost of all background checks so there will be no pass-through cost to County of Sonoma.



# NELSON

## Part II. Core Temporary Staffing Services Proposed

Briefly describe how your firm proposes to meet the temporary service needs of the County of Sonoma in each of the following areas:

### 1. Recruitment methodologies used to secure qualified employees.

Nelson has been successful at recruiting qualified candidates to County of Sonoma positions since 2007. Nelson understands the diverse job class categories at the County of Sonoma, and we work hard to keep a large pool of candidates available to fulfill these roles. Since 2007, Nelson has been customizing recruiting plans for County of Sonoma to meet the demands for all job categories. Nelson is exceedingly committed to providing the best quality candidates. We understand that quality and service are the primary reasons we have tenure with our clients. We are dedicated to recruiting and hiring a qualified pool of candidates, and we comply with EEOC and affirmative action.

Nelson has created a unique recruiting program with regional recruiters whose sole responsibility is to maintain and develop relationships within the community to recruit a diverse pool of talented individuals. The recruiting partnerships include state and local agencies with diversity programs, schools, universities, job fairs and job boards specifically designed to meet defined diversity recruiting objectives.

To enhance Nelson's recruitment programs, we made the strategic decision to invest in recruiters with specific expertise which include industries, skill sets, job categories, demographics, etc. in order to meet recruiting objectives within local communities. We pride ourselves on matching qualified candidates to the appropriate job opportunity. We do not mass merchandise candidates – we put qualified people to work with attention to detail to achieve the goals of our clients.

Also, our Recruiting teams utilizes the most up to date technology related to job search and audience targets and internet job boards (national, regional, and niche sites) as an effective recruiting tool to generate qualified candidates. All posting sites are continually being evaluated and updated to reflect the ever-changing complexities of the talent market, and new sites are constantly being identified and assessed for effectiveness and added to the Recruiting team's strategies.

Some additional methods utilized to source qualified candidates include:

- Referrals
- Job fairs
- Our internal ATS holds a robust data base of Candidates
- Print & Radio advertising
- Direct mail and email campaigns
- Outplacement events
- On-site recruiting events
- Niche job boards; IEEE, SME
- Open houses
- Open interviews
- College/University recruiting
- Co-branding programs
- E-mail broadcasting/text/phone
- LinkedIn
- Social recruiting – Facebook, Twitter, Blog
- Sense – Employee Engagement Platform

# NELSON

## 2. 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.

Please see Exhibit A.

Every candidate registering with Nelson is given the following:

- Application
- Reference checking Forms- Nelson verifies a minimum of two references
- Disclosure and Authorization Concerning Consumer and Investigative Consumer Reports
- Confidentiality Agreement
- Employment Guide
- Policies and Procedures Checklist – All policies and procedures are gone over with the candidate by the Recruiting Manager at time of interview

### b) Briefly describe any paper screening, interviews, and any validated knowledge/behavioral/skill-based testing used.

Nelson has met with many County of Sonoma managers to determine culture fit, skills fit and hiring guidelines. Nelson utilizes a comprehensive screening process to ensure the right fit between our candidate and the job which consists of:

- In-Depth Patterned Interview
- Skills Assessments - appropriate to the skill level of our candidates
- Accounting and Finance specific assessments
- Background Check (covering the past seven years, including SSN trace)
- Reference Checks

#### Patterned Interviewing

All Nelson Staffing Supervisors receive comprehensive training in patterned interviewing techniques. Each interview includes open-ended questions that explore the candidate's previous work experience, education, training and behaviors. The Patterned Interview has been designed to overcome the limitations of ordinary interviewing procedures examining not only what a candidate *can do* but what the candidate *will do* on a job.

#### Skills Assessment

Nelson utilizes an online skill testing system to evaluate a wide range of software programs, including the entire Microsoft Suite. For example, we assess for aptitude with administrative and clerical skills such as typing, grammar, basic math calculations, and data entry. Our accounting assessments include accounting terminology and skill assessments that range from entry level to advanced accounting knowledge.

### c) Personal and prior employer reference checks.

Nelson conducts a minimum of 2 reference checks on all candidates prior to accepting them in our temporary employment network. We believe that employing a strong reference checking program is a key part of our screening process and our ability to provide top talent to our clients. Nelson's Reference Platform is the latest in technology that provides feedback on our candidates through a series of specific questions sent to their direct managers and aggregated into a comprehensive report which becomes part of our candidate file. Nelson also reaches out via phone interviews to former employers to gather information on our candidates' previous employment history. Nelson also does exit interviews with managers at end of assignments and that information becomes part of the candidate's file. This information is valuable in ensuring our candidates arrive ready to work, are dependable, get along with others, and have the skill level necessary to perform the job.

# NELSON

**d) Background check of at least criminal convictions (name/alias, all areas of residence within last seven years).**

Nelson Staffing utilizes Employment Screening Resources (ESR) to conduct background investigations and credit checks. Our typical County of Sonoma background search consists of a seven-year County criminal search including a SSN trace/address history locator. Nelson can also conduct DMV checks and credit checks as needed by position.

**e) Credit verification (if requested for certain positions).**

Nelson will conduct credit checks on all Nelson Staffing employees supplied to County when County requests a credit check and there will be no charge to County of Sonoma.

**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.**

**One Point of Contact: Simplicity**

Nelson has customized our order process for County of Sonoma based on the specific requirements and requests of the end users. Orders are generally called in to Jill Sheehy as the County's main point of contact. Jill is supported primarily by Elke Konig. Orders can also be emailed. Nelson keeps an online library of County of Sonoma job descriptions in the office to make it easier for managers when giving job descriptions and gives the branch a thorough understanding of the job needing to be filled. We note when meeting with managers special requirements, challenges in the position and any other important information to assist us in filling the positions with the right person the first time!

**Quick Response Time for Orders for Qualified Temporary Employees**

Nelson has proved to the County of Sonoma managers that we are a staffing company that can handle requests for temporary employees in a timely, safe, effective, simple, and value-added manner. Nelson specializes in filling job orders quickly with the appropriate, high-quality people and in a manner that fits the County's corporate culture, diversity needs, and qualifications matched with great accuracy. Nelson has an all-hands-on deck policy when needed in order to fill same-day requests or ASAP needs.

**Order Confirmation Call**

Nelson responds to each client's request promptly, with the name of the person who will report to work or a status report on our progress. Should County of Sonoma prefer to interview candidates prior to sending them to the job site, Nelson will provide resumes for review and schedule interviews on behalf of County of Sonoma.

**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.**

A check in call to County of Sonoma Manager is made within thirty minutes of scheduled arrival time on first day of assignment. There is a four hour or eight-hour quality call to Manager and an end of day quality call to employee on first day of assignment. Nelson will check in regularly with managers and temporaries thereafter to ensure that expectations are being met

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

In the event a Nelson employee is unsatisfactory for any reason, there will be no charge for eight hours worked by that employee.



# NELSON

## **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.**

In meeting with County of Sonoma managers and building relationships and understanding of their departments, Nelson has developed service plans for departments they staff. These service plans are kept in an online library and the information is also stored in the clients e-file and referred to when fulfilling a staffing need. Information contained includes job qualifications, necessary skills, background requirements, dress code, department culture, peak hiring times, and any departmental challenges, parking information and any other pertinent information to ensure Nelson makes the best placement the first time. An example of a service plan is attached as Exhibit B.

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

Nelson has a strong and ongoing Commitment to Quality with the County of Sonoma. Nelson's commitment to quality management and ability to monitor our client's ongoing satisfaction has allowed us to develop and maintain a long-term business relationship with the County of Sonoma.

We believe that ongoing communication about our performance and how Nelson can improve and refine the quality of our service is vital to building a strong staffing partnership. Accordingly, we have put several quality indicators in place to not only monitor and evaluate County of Sonoma's satisfaction with our ability to meet their performance standards and staffing priorities, but also to identify and understand the changes taking place within your organization and industry so we can change with them.

### **Client Satisfaction**

The primary elements of our client satisfaction evaluation program include:

- A check-in call to both County of Sonoma manager and Nelson employee the first day of a temporary employee's assignment

The information gained from these avenues allows us to identify areas of outstanding performance and service, as well as trends that we must address to improve the quality of our service.

### **Quality Indicators**

Other quality indicators that can be monitored include but are not limited to:

- Temporary assignments successfully completed
- Temporary assignments ended early
- Number of resumes submitted to fill an open order
- Length of time taken to fill open positions

We are available to the County of Sonoma managers to develop and enhance our quality program in each department, and we can design and implement any changes to our quality management program in best interest of County of Sonoma.

### **Program Review**

Nelson is committed to continuous quality improvement and innovation. We constantly evaluate all our programs and services to ensure we are not only meeting our client's current needs, but also receiving the information we need to adjust to the ever-changing business community. If we find that the established performance standards are being met, we may modify the program to focus on other areas. Quality Business Review topics can include:

- Economic Updates
- Quarterly Spend Updates
- Program Compliance

# NELSON

- Program Highlight
- Retention Program
- Vision and Leadership
- Invoice and Reporting
- Support
- Program Improvements and Next Steps

## **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.**

Nelson has customized a weekly report that is ran every Tuesday to track days worked per employee and ensure that the County of Sonoma has the knowledge of all employees reaching a 90-day limit. Our report is customized to include employee name, manager, Nelson job number, start date, tentative end date, actual end date and days on assignment. This written report is available via e-mail.

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

Nelson currently supplies the County of Sonoma with a weekly invoice.

### **Invoicing Procedure**

Billing is generated on Thursday for each pay period ending on the previous Sunday. Payroll information is combined with job order information to populate all the fields included in the invoices. Invoices are then distributed in the format requested by County of Sonoma. We have outlined the steps that make up this process below.

- Temporary employees use NelsonTime and submit timecards by 10:00 am on Monday for the week ending Sunday
- Timecards are audited and a payroll list is prepared by close of business Monday
- Paychecks and standard invoices are prepared Tuesday and dated Thursday
- Standard invoices, with timecard copies attached, are emailed by Thursday
- Nelson has the ability to include PO#, Department and Position Title on invoices
- We will not charge County of Sonoma for the first eight hours worked by the unsatisfactory employee

Nelson understands that accurate, timely invoicing is an integral part of our service offering to our clients. We are extremely flexible in developing processes to meet our clients' requests. We have experience in successfully meeting the various invoicing needs of different departments within a single company. Should an employee not meet County of Sonoma's expectations, Nelson will not charge County of Sonoma for the first eight hours.



# NELSON

## 10. Contract administration and reporting services.

**Contract Administration - Name of person(s) at Nelson authorized to execute proposed contract:**

Joe Prusko, CFO. Contact information: (707) 939-3298 / [jprusko@nelsonhr.com](mailto:jprusko@nelsonhr.com)

Deborah Lokteff, Corporate Counsel. Contact information: (415) 446-0229 / [dlokteff@nelsonhr.com](mailto:dlokteff@nelsonhr.com)

### Reporting Services

Nelson is able to provide specific reports based on the needs of County of Sonoma. These reports are available in PDF, Word or Excel format. Some of these reports include:

Report Title	Description
Employees currently working @County of Sonoma	Report of Nelson employees currently on assignment to include employee name, start date, estimated end date. Can be sorted by employee name or start date.
Nelson employees who previously worked @ County of Sonoma	Report of previous Nelson employees who worked @ County of Sonoma, start date, dept, position title, end date of assignment and hours worked.
County of Sonoma 90 Day Limit Report	Tracking report to ensure Nelson employees length of assignment does not extend beyond the 90-day limit. Can include employee name, start date, dept, position title, estimated end date and can be sorted to highlight those approaching 90 days.
County of Sonoma Detailed Billing Report	Can include total billing per dept or per manager per week, per month or quarterly. Can be sorted by employee, by dept, by PO#, by manager.
County of Sonoma Pay Rate and Bill Rate Report	Can include employee name, pay rates, bill rates, start dates, position title and can be sorted by dept or employee name, PO#, or by manager.
County of Sonoma Turnover Report	Can list employee name, dept, start date, end date and reason for leaving. This report can be sorted by employee name or department. This report can be used to measure all unwanted turnover.
Employees hired on to County of Sonoma Report	Can list employee name, dept, start date, end date and date hired by County. This report can be sorted by employee or department.
Attendance	Can include employee name, start date, actual end date, estimated end date and number of absences and tardiness
Length of Assignment	The report can include all employees that have worked at the County of Sonoma, employee name, dept, start date, end date, estimated end date and total hours.

# NELSON

## Report Example of Active Contract Placements

Company	Candidate Name	Position Title	Start Date	Estimated End	End Date	Bill Rate	Pay Rate
COUNTY OF SONOMA	employee name	Position Title	start date	est end date	end date	bill rate	pay rate
COUNTY OF SONOMA	employee name	Position Title	start date	est end date	end date	bill rate	pay rate
COUNTY OF SONOMA	employee name	Position Title	start date	est end date	end date	bill rate	pay rate
COUNTY OF SONOMA	employee name	Position Title	start date	est end date	end date	bill rate	pay rate

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

Nelson Staffing has an excellent working relationship with many managers at County of Sonoma. In the best interest of the County manager and our temporary employees, Nelson will work with a manager to transition a temporary employee to a County extra-help employee. There is no fee upon converting an employee to County Extra-Help.

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

The essential compliance components of The California Sick Pay Act are:

- The employee's right to accrue and take sick leave went into effect until July 1<sup>st</sup>, 2015.
- Employees will accrue 1 hour for every 30 hours worked.
- All employees (with few exceptions) who have worked in California for 30 or more days within a year from the commencement of employment will be entitled to paid sick leave.
- Employers can limit the amount of paid sick leave an employee can use to 3 days or 24 hours per year. Nelson will in fact limit sick leave to 24 hours per year.
- Employers must provide the accrual balance on the employee's check or in a timely statement. Nelson is providing the accrual balance on employee's weekly paychecks
- Sick pay included in the Bill Rate

# NELSON

## **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.**

### **Background Checks and Credit Checks at no additional cost**

All Nelson employees going out on assignment to County of Sonoma receive complimentary background and credit checks. In partnership with County of Sonoma, Nelson Staffing will pay for all background and credit checks to Nelson candidates supplied to County of Sonoma for this contract period.

### **Web-based Timekeeping**

**NelsonTime:** NelsonTime is a user-friendly web-based timekeeping and expense solution that simplifies and streamlines the timekeeping process for both workers and their managers. NelsonTime saves the manager time in approving hours and provides accurate historical data on each worker. Employees no longer must submit timecards to the office. Nelson provides training to both managers and employees in the use of NelsonTime prior to first day of assignment.

### **Testing/Software Training Program**

Nelson utilizes an online skill testing system to evaluate a wide range of software programs, including the entire Microsoft Suite. For example, we assess for aptitude with administrative and clerical skills such as typing, grammar, basic math calculations, and data entry. Our accounting assessments include accounting terminology and skill assessments that range from entry level to advanced accounting knowledge. Nelson's online skill testing program also offers tutorials which are available to any County employee at no cost.

### **Complimentary Safety Trainings**

Nelson has a full-time dedicated safety specialist located in our Corporate Offices in Sonoma. Michelle Allegra, VP of Risk Management, is trained in all aspects of safety evaluation, training, and workers' compensation issues. She is available to assist our clients with safety evaluation, safety training material and ergonomic guidance to County of Sonoma managers.

**Available benefit to Sonoma County employees at a nominal cost:** Nelson also has available the PDP Behavioral Survey Program: (Professional DynaMetric Program). We can conduct team building programs for your teams and set up job matches that will allow you to screen candidates to ensure they are the best fit for the regular full-time County positions you have open.

# NELSON

## Exhibit B: NELSON - COUNTY OF SONOMA SERVICE PLAN

**Name:**

**Department: Position:**

**Location:**

**Other location:**

**Phone Number:**

**Email:**

**Managers in your area who may call in needs?**

**What does your department do?**

**Background requirements for your department:**

**Accounting Information**

**Tell me about the process for placing an order in your department:**

**Department Culture/Work Environment:**

**Dress Code:**

**Positions Utilized and Skill Level Required:**

**Tell me about ideal employees in your department.**

**Peak Time:**

**How many temps?**

**Special Instructions for employees prior or on their first day?**

**Parking:**

**Notification of 90 Day Rule:**

**Working with a Staffing Service**

**What is most important?**

**Can I set you up for the following Nelson Staffing added benefits to you?**

**Other managers I should contact to refer to Nelson?**



## EXHIBIT B FEE SCHEDULE

List of Job Classes				
Job Class	Nelson Pay Rate 2022	Nelson Bill Rate 2022	Nelson Pay Rate 2023	Nelson Bill Rate 2023
Account Clerk I	\$19.16-24.89	\$29.70-36.09	\$19.97-26.13	\$30.95-40.50
Account Clerk II	\$21.65-26.89	\$33.55-38.99	\$22.62-28.23	\$35.23-40.94
Account Clerk III	\$23.70-30.57	\$36.74-44.32	\$24.88-32.10	\$38.58-46.54
Accountant I	\$27.66-36.41	\$42.88-52.79	\$29.04-38.23	\$45.02-55.43
Administrative Aide	\$24.83-28.21	\$36.00-40.60	\$25.33-28.71	\$36.72-41.63
Administrative Aide-Bilingual	\$25.69-29.21	\$37.25-42.74	\$26.24-29.98	\$38.05-43.47
Agricultural Assistant	\$20.48-23.83	\$29.70-34.55	\$20.98-24.33	\$30.42-35.28
APO SD GIS Technician	\$35.00-\$40.00	\$57.50-\$66.00	\$35.50-40.50	\$58.51-\$66.83
Administrative Service Officer	\$55.00-60.00	\$79.75-87.00	\$55.50-60.50	\$80.48-87.73
Buyer	\$26.00-30.00	\$37.70-43.50	\$26.50-30.50	\$38.43-44.23
Case Management Specialist	\$24.83-28.21	\$36.00-40.60	\$25.33-28.71	\$36.72-41.63
Clerical Helper	\$18.62-20.21	\$27.00-29.30	\$19.12-20.71	\$27.72-30.03
Clerk-recorder- Assessor Specialist I/II	\$24.83-28.21	\$36.00-40.60	\$25.33-28.71	\$36.72-41.63
Community Health Worker I/II	\$26.21-29.05	\$38.00-42.12	\$26.71-29.55	\$38.73-42.85
Community Health Worker Specialist	\$22.00-\$26.00	\$31.90-\$37.70	\$22.50-\$26.50	\$32.63-\$38.43
Communications Technician I/II	\$41.37-43.89	\$60.00-63.64	\$41.88-44.39	\$60.72-64.37
Cook	\$31.25-34.48	\$45.31-50.00	\$31.75-34.98	\$46.04-50.72
County Communications Specialist	\$26.00-30.00	\$37.70-43.50	\$26.50-30.50	\$38.43-44.23
Data Entry Operator II	\$20.48-23.83	\$29.70-34.55	\$20.98-24.33	\$30.42-35.28
Department Analyst	\$30.34-33.21	\$44.00-48.15	\$30.84-33.71	\$44.73-48.88
Department Information Systems Specialist I/II	\$47.00 -\$50.00	\$72.85-\$ 77.50	\$47.80-\$50.80	\$73.63-\$78.74
Department Information Technician I/II	\$35.00-\$40.00	\$57.50-\$66.00	\$35.50-40.50	\$58.51-\$66.83
Department Program Manager	\$36.00-42.00	\$52.20-60.90	\$36.50-42.50	\$52.93-61.63
Document Imaging Technician I/II	\$24.83-28.21	\$36.00-40.60	\$25.33-28.71	\$36.72-41.63
Elections Specialist	\$20.00-25.00	\$29.00-36.25	\$20.50-25.50	\$29.73-36.98
Executive Secretary	\$28.28-31.25	\$41.00-45.31	\$28.78-31.75	\$41.73-46.04
Geographical Information Systems Technician I/II	\$47.00 -\$50.00	\$72.85-\$ 77.50	\$47.80-\$50.80	\$73.63-\$78.74
Health Information Specialist	\$26.21-27.59	\$38.00-40.00	\$26.71-28.09	\$38.73-40.73
Human Service Aide I/II	\$24.97-26.21	\$36.20-38.00	\$25.47-26.71	\$36.93-38.73
Information Systems Project Manager	\$50.00-\$55.00	\$77.50-\$85.20	\$50.80-\$55.80	\$78.74-\$86.49
Information Technology Analyst	\$35.00-\$40.00	\$57.50-\$66.00	\$35.50-40.50	\$58.51-\$66.83
Interpreter/Translator I/II	\$25.69-28.21	\$37.25-40.90	\$26.19-28.71	\$37.98-41.63
Legal Processor I/II	\$26.21-30.34	\$38.00-44.00	\$26.71-30.84	\$38.73-44.72
Mail Clerk	\$20.48-24.5	\$29.70-35.53	\$20.98-25.00	\$30.43-36.25
Mail Materials Records Handler I/II	\$22.76-23.52	\$33.00-34.10	\$23.26-24.02	\$33.73-34.83
Mail Materials Records Supervisor	\$22.76-23.52	\$33.00-34.10	\$23.26-24.02	\$33.73-34.83
Maintenance Worker I	\$23.52-25.05	\$34.10-36.28	\$24.05-25.52	\$34.83-37.00
Materials Handler	\$23.52-25.05	\$34.10-36.28	\$24.05-25.52	\$34.83-37.00
Medical Transcriber	\$24.83-28.21	\$36.00-40.60	\$25.33-28.71	\$36.72-41.63



<b>List of Job Classes</b>				
<b>Job Class</b>	<b>Nelson Pay Rate 2022</b>	<b>Nelson Bill Rate 2022</b>	<b>Nelson Pay Rate 2023</b>	<b>Nelson Bill Rate 2023</b>
Network Analyst	\$48.50-\$58.00	\$75.16-\$89.90	\$48.50-\$58.00	\$75.16-\$89.90
Office Assistant I	\$19.24-20.48	\$27.90-29.70	\$19.74-20.98	\$28.62-30.42
Office Assistant II-Bilingual	\$21.66-23.22	\$31.40-33.67	\$22.16-23.57	\$32.13-34.18
Parking and Facility Officer	\$28.21-32.00	\$40.90-46.40	\$28.71-32.50	\$41.63-47.13
Payroll Clerk	\$19.16-24.89	\$29.70-36.09	\$19.97-26.13	\$30.95-40.50
Programmer Analyst	\$40.00-\$52.00	\$60.00-\$80.00	\$40.00-\$52.00	\$60.00-\$80.00
Receptionist	\$18.00-20.00	\$26.10-29.00	\$18.50-20.50	\$26.82-29.72
Receptionist Bilingual	\$20.48-24.50	\$29.70-35.53	\$20.98-25.00	\$30.48-36.25
Secretary	\$24.83-28.21	\$37.25-40.90	\$26.19-28.71	\$37.98-41.63
Secretary Bilingual	\$25.69-29.21	\$37.25-42.35	\$26.19-29.71	\$37.98-43.08
Senior Legal Processor	\$26.21-30.34	\$38.00-44.00	\$26.71-30.84	\$38.73-44.72
Senior Network Analyst	\$50.00-\$65.00	\$75.00-\$90.00	\$50.00-\$65.00	\$75.00-\$90.00
Senior Office Assistant	\$20.48-23.83	\$29.70-34.55	\$20.98-24.33	\$30.42-35.28
Senior Office Assistant- Bilingual	\$21.66-25.48	\$31.40-36.95	\$22.16-25.98	\$32.13-37.67
Senior Network Analyst	\$50.00-\$65.00	\$75.00-\$90.00	\$50.00-\$65.00	\$75.00-\$90.00
Senior Programmer Analyst	\$50.00-\$70.00	\$75.00-95.00	\$50.00-\$70.00	\$75.00-95.00
Senior Systems Support Technician	\$47.00 -\$50.00	\$72.85-\$ 77.50	\$47.80-\$50.80	\$73.63-\$78.74
Storekeeper (Warehouse)	\$22.76-23.52	\$33.00-34.10	\$23.26-24.02	\$33.73-34.83
Sr. Storekeeper (Warehouse)	\$23.82-25.00	\$34.54-36.25	\$24.32-25.50	\$35.26-36.98
Social Work Assistant	\$20.48-23.83	\$29.70-34.55	\$20.98-24.33	\$30.42-35.28
Systems Software Analyst	\$55.00-\$70.00	\$78.00-95.00	\$55.00-\$78.00	\$75.00-95.00
Systems Support Technician	\$38.00-\$40.00	\$58.90-\$62.00	\$38.00-\$40.00	\$58.90-\$62.00
Telephone Operator	\$20.48-23.83	\$29.70-34.55	\$20.98-24.33	\$30.42-35.28
Voter Registration Clerk	\$23.52-25.05	\$34.10-36.28	\$24.05-25.52	\$34.83-37.00

Included in the Overhead Rate:

- FICA
- FUTA
- Medicare
- Workers Comp
- Insurance
- Recruiting

Provider reserves the right to request from Client an increased mark-up or to pass through costs in the event of increase in employee statutory taxes and related costs, including, but not limited to, Social Security Tax, Medicare Tax, Unemployment and Workers' Compensation, Patient Protection and Affordable Care Act and/or other similar employer costs (examples include California's Paid Sick Leave Law and San Francisco Health Care Security Ordinance).

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.