

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of the 28th day of March 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Sign-In Solutions, Inc., Oak Brook, IL ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 22-0591-P ("RFP") for Local and National – Temporary Staffing services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced herein, and any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Human Resources Director.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on April 2, 2023 and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** - The Parties may extend the term of this Agreement for two (2) additional twelve (12) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Compensation and Method of Payment

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

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- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of **\$3,000,000.00**, with an annual expenditure of \$600,000.00 per year, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.
- C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

- A. **E-Verify** - The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be

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immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a “Contractor Event of Default” hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a “County Event of Default” hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

10. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of

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disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

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12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act

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of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Human Resources Director or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Sign-In Solutions, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

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21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Ms. Kimberly Crum

Human Resources Director

400 South Fort Harrison Avenue

Clearwater, FL 33756

with a copy to:

Attn: Ms. Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Mr. Shams Abbasi, President

Sign-In Solutions, Inc.

2021 Midwest Road, Suite 200

Oak Brook, IL 60523

23. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reporting and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

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31. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits referenced and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed.

- A. Pinellas County Agreement which includes Exhibits B, C, D, and E
- B. Request for Proposal – Section E – Scope of Work
- C. Exhibit A Statement of Work

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

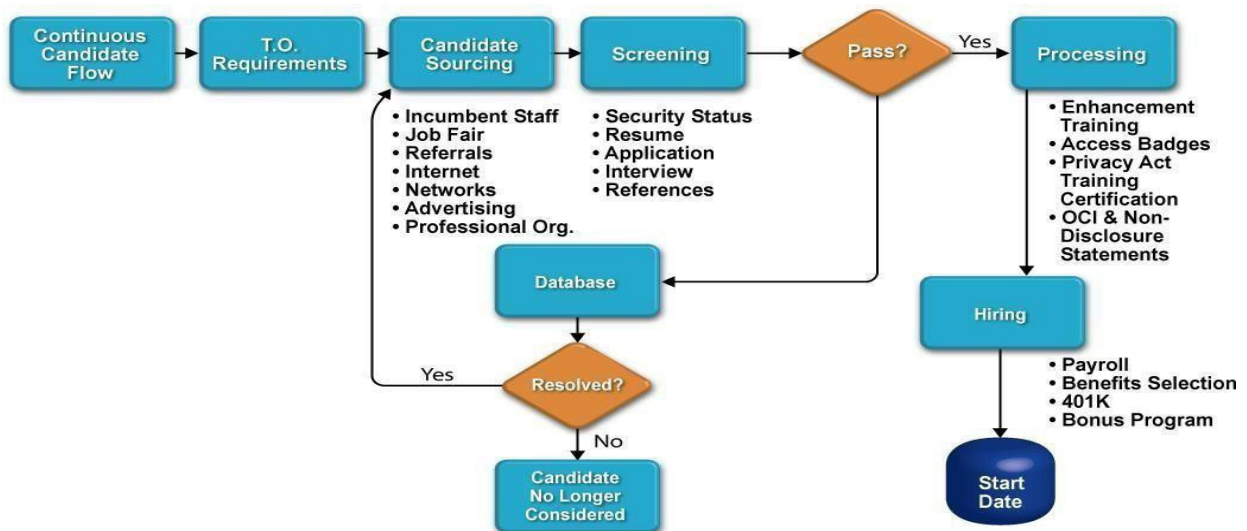
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EXHIBIT A - STATEMENT OF WORK

The following section outlines Sign-In Solutions complete process for its provider recruitment program. Our process aligns with the County’s expectations for provider evaluation, and placement. Sign-In Solutions maintains all candidate documentation – background checks, Drug tests, medical checks as well as clean and current licensure and certification – to be presented to the department. During the course of providing services to the County, Sign-In Solutions will monitor the validity of an employee’s licensure and certification and make sure that they are renewed as required.

Sign-In Solutions’ approach to recruiting provides a robust model to address all the critical factors and services that are essential to the clients and employees for a successful outcome. This consultative model entails an engaged dialogue between the Recruiter, Client, and Candidate to enhance the level of partnerships with all stakeholders. Our recruiters approach every recruitment effort with a broad understanding of the specific operational needs of their clients and provide a robust and competitive pool of applicants. At Sign-In Solutions, we work diligently to attract, recruit, and retain the most qualified and diverse candidates to support the strategic, technical, operational, and service excellence goals of our clients.

With this approach, we are able to provide full career lifecycle planning services that are specially designed to meet the unique need of Staffing. These services include a global recruiting network, processing of professional work visas in the US, advanced training and development, marketing and placement of consultants, comprehensive employee benefits package, collaborative partnership opportunities, and career planning. With this comprehensive approach which addresses all the needs of potential and current employees, we are able to attract high-quality staffing personnel, which in turn gives us critical competitive



advantages. Being in the staffing services space for over eight years has helped us cultivate and mature some of the best talent in the business.

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Some of our key strengths are:

- Management team having extensive experience and expertise in this business of more than 5 years
- Formidable force of highly technical recruiters for satisfying our clients' Staffing requirements
- Expert Immigration Support, to procure and retain non-immigrant workers. This is also extended to any non-immigrant workers requiring expedited Immigration support while they are still continuing to deliver on the client's team.
- Proactive Recruiting: Our TAT Team will provide best team for professional staffing position candidate.

We use several recruitment techniques to identify and recruit highly qualified individuals who share our goals and vision. As a knowledge-based consulting company, our first and most successful method of recruitment is by internal recommendation. We also recruit personnel through databases and job fairs such as Tech Expo as well as through partnerships with specialized recruitment firms. We use job boards such as Job Diva, Dice, Monster, CareerBuilder, and Clearance Jobs to recruit employees nationwide.

As part of our full cycle recruitment process, we utilize an Applicant Tracking System that allows us to track and monitor applicants on a continuous basis. Thus, we maintain an active and updated list of qualified candidates. Our resume database contains over 20,000 qualified resumes. Top candidates are interviewed and pre-screened (reference and background checks, education, and credentials verification) and placed on a preferred list for future opportunities. When a position opens, we identify the skills, experience, and security requirements for the position, and search our candidate database to identify the best-suited individuals. We then contact the qualified candidates to begin the hiring process. Our President assesses all candidates based on the same criteria as detailed in the job description. The best-suited individual is selected for employment based on knowledge, skills, and cultural fit. With this proactive process, we screen individuals quickly and provide them with a formal offer pending client approval.

Sign-In Solutions' well-defined recruitment process ensures that we are able to attract the best talent available at competitive rates, thus providing highly qualified personnel on time so that clients' expectations are always met and often, exceeded. Through experience, Sign-In Solutions has in place a detailed and proven process to select and manage employees and ensure the selection of the best resources with proven experience and a history of customer satisfaction. We form a team where the members complement each other. The team approach offers less conflict, stronger capability through specialization & synergies, quicker response & a cohesive approach that ultimately results in less risk; & offers the customer the best combination of performance, cost, and delivery for the services being acquired.

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Tools: In order to fulfill resource requirements and provide the best candidates by ensuring maximum possible conformance to our client's set of requirements, we:

- **Utilize the pool of our existing employees / consultants:** The advantage with our existing employees / consultants is that they are reliable, pre-screened, and proven performers. In the event of a client requirement matching resource availability within the pool, our managers thoroughly check for suitability and fitment by following the internal screening guidelines, before proposing candidates to the client.
- **Utilize the incumbent staff (if applicable & required):** Many a times, our clients prefer retaining the incumbent staff because of their knowledge on clients' environment / customized applications and/o high-performance levels. We have a proactive hiring policy in place in order to cater to incumbent a staff that ensures uninterrupted services to the client.
- **Utilize Sign-In Solutions Talent Recruiter:** Recruiter is a Sign-In Solutions intranet portal powered by an exhaustive database of resumes on varied skill sets and experience levels that has continuously evolved. The portal database is regularly updated and maintained keeping in line with our current and medium to long-range forecast of resource requirements. The portal also contains a database of labor categories that is based on industry standard salary surveys appropriate to the areas in which we do business. The requirements from various clients we have serviced also contribute to the labor category database.
- **Source talent from varied external sources:** Our recruiting staffs employs 5 electronic resume bulletin boards – Job Diva, Monster, Dice, Tec fetch, LinkedIn, X-ray Search, Indeed and CareerBuilder. Apart from job portals, our recruitment team actively pursues talent identification via networking / referencing and industry / domain / skills-specific forums. From time to time, we also participate in Job Fairs.
- **Utilize a set of pre-qualified subcontractors:** Sign-In Solutions has independently provided numerous resources for various technologies to several commercial clients. However, on occasions, we rely on our partners (sub-contractors) to augment our staffing capabilities. We follow a tiered approach for segmenting our partners: Tier 1 – Tier 1 Contractors, Tier 2 – Subcontracting Partners, and Tier 3 - Technology Partners. The subcontractors that are included in Tier 2 are those that have over a sustained period of time-proven their expertise and reliability in supporting our staffing/tech support requirements.

Screening:

The first step in our interview methodology is short-listing of qualified resumes by Technical Recruiters. At this stage, the Technical Recruiters conduct first-level Technical Screening by juxtaposing a Job Description with our exhaustive Question Bank. The Sign-IN proprietary Question Bank includes thousands of questions across technologies, skill sets, and domains. It is also the duty of a Technical Recruiter to verify the contents of a resume for authenticity by conducting reference checks and thorough HR evaluation by virtue of an interview.

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Following this, a Resourcing Manager conducts resume and candidate assessments. Depending on the skill set and level of experience, he calls upon the Technical Screening Experts to conduct a thorough Technical Interview of the candidates in line with our understanding of a client requirement. Once a candidate is cleared by the Technical Screening Experts, the Resourcing Manager conducts a final round of discussion with the candidate before forwarding his resume to the Account Manager.

The Account Manager then conducts his own assessment of the candidate’s fitment vis-à-vis a client requirement - taking into consideration the feedback (which is documented in prescribed formats –at all levels) he receives from the Technical Recruiter, Resourcing Manager, and the Technical Screening Expert. It is only once the Account Manager is completely satisfied with a resume that it is presented to the client.

Name	Phone	Date	9-Feb-12	Time	1415	By	Madhav	Scoring Scale	
Category	Attribute	Score	Remarks	Position				Rating	Score
Soft Skills	Communication	5	Good.	Necessary Skills		Desirable Skills			10
	Attitude	5.5	Honest, alert, and sincere.					Outstanding	9
	Commitment	5.5							8
	Sincerity	6	Fairly sincere in his attempts					Very Good	7
	Dependability	6?							6
	Ownership	6	Talked about the talk, will he walk?					Good	5
	Team Player Skills	6	Came across as flexible and k						4
	Learnability	6						Fair	3
	Scalability								2
	Process Orientation	5						Poor	1
Tech Enablers	Clarity of Fundamentals	6.5		Questions				Recommendation: Present after a week contingent upon conditions in notes	
	Problem Solving Ability	6	Started at the right place, did	What is SOAP	Dependency Injection: why the name				
	Potential			How do you evaluate XML on secu	What is bean?				
	Grasp			Give a simple example of a polymer	What is lazy instantiation? Can it				
	Breadth of Knowledge			What is a framework?					
Depth of Knowledge		How is	How is agroovyclass different FRO						
	Subject knowledge		Never used AJAX	What design patterns have you us					
				Pl explain AJAX and its working. (H					
				Name 5 most used classes in Java					
				Notes: Overall a good resource. However, has almost no knowledge of AJAX and that is a BIG concern. Looking					

A sample candidate evaluation (internal screening) is depicted in the above figure.

After we select a candidate, we conduct a thorough background check on the candidate’s education, work experience, skill set/certification, and criminal record. In addition to our thorough screening, we also rely upon third-party vendors like Intaglios and Cleves Research to perform checks against public databases

Screening, Validating & Qualifying Candidates: Sign-In Solutions has a rigorous process of screening, validating, and qualifying candidates. Through our rigorous screening processes, we carefully evaluate and select the right candidates – for the position as well as for the organization. Each prospective candidate is interviewed by multiple staff members in order to ensure the best fit for our client.

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As soon as a staffing request is raised by a client, the Sign-In Solutions Talent Acquisition team utilizes multiple channels to locate the most skillful resources available for the position. The Talent Acquisition team then reaches out to the identified candidates for an initial interview. All interviewed candidates are evaluated & compared against each other on various parameters. Subsequently, each candidate is interviewed by senior technical staff (one or two rounds). Based on the feedback of our interviewers, candidates are shortlisted & sent forward for further evaluation by the client's representatives.

Sign-In Solutions is doing a Screening Process to eliminate candidates who do not meet the basic requirements of the position. Below is the process we will conduct to select the best candidates.

Screening Process:

Sign-In Solutions has a rigorous process of screening, validating, and qualifying candidates for the position as well as for the organization. Each prospective candidate is interviewed by multiple staff members in order to ensure the best fit for our client. The stages include:

- **Shortlisting of Qualified Resumes:** The short-listing of qualified resumes by Technical Recruiters. At this stage, the Technical Recruiters conduct first-level Technical Screening by juxtaposing a Job Description with our exhaustive Question Bank. The Sign-In Solutions proprietary Question Bank includes thousands of questions across technologies, skillsets, and domains. It is also the duty of a Technical Recruiter to verify the contents of a resume for authenticity by conducting reference checks and a thorough HR evaluation by virtue of an interview.
- **Conduct resume and candidate assessment:** Following the shortlisting of Qualified Resume, a Resourcing Manager conducts resume and candidate assessment. Depending on the skill set and level of experience, he/she calls upon the Technical Screening Experts to conduct a thorough Technical Interview of the candidates in line with our understanding of a client requirement. Once a candidate is cleared by the Technical Screening Experts, the Resourcing Manager conducts a final round of discussion with the candidate before forwarding his resume to the Account Manager.
- **Assessment of Candidate's fitment by Account Manager:** The Account Manager then conducts his own assessment of the candidate's fitment vis-à-vis a client requirement - taking into consideration the feedback (which is documented in prescribed formats – at all levels) he receives from the Technical Recruiter, Resourcing Manager, and the Technical Screening Expert. It is only once the Account Manager is completely satisfied with a resume that it is presented to the client.
- **Background Check:** After we select a candidate, we conduct a thorough background check on the candidate's education, work experience, skill set/certification, and criminal record. In addition to our thorough screening, we also rely upon third-party vendors like Intaglios and Cleves Research to perform checks against public databases.

AGREEMENT**Customer Support:**

Sign-In Solutions' Services and methodologies are framed around leading technologies and industry best practices, enabling us to provide the best services and solutions to our customers. We intend to utilize an approach based on several successful efforts of similar size and scope.

Sign-In Solutions provides customer support to its clients in the following ways:

- Sign-In Solutions assigns one Program Manager for every individual client/account it holds. The Program Manager is responsible for handling routine activities or issues related to the project with our client and ensuring the smooth functioning of the project on a daily basis.

As a healthy practice, our Program Manager interacts with the CO/COTR by holding one-to-one meetings on a weekly or monthly basis with the permission of the client and addresses problems and concerns affecting the project as well as shares other relevant information.

- For key projects, with significant involvement of Sign-In Solutions Resources, our Program Managers collaborate with the client to attend stakeholder meetings at least every fortnight.
- If necessary, Sign-In Solutions uses the Red Flag report system, which is a system that identifies critical variances in staffing or any identified lapse in service related to resources. Flag thresholds are initially set at a low, or "yellow alert" level. The responsible manager reviews each stable yellow alert item every day until it reverts to a green or stable level. If the variance or problem continues or increases over time, it enters the "orange alert" level, in which the manager is required to take firm appropriate action to lower the level and report his action upwards to management. Any orange-level problem or variance that continues to increase is immediately posted in a Red Flag report and escalated for immediate remedial action. This yellow-orange-red process ensures that variances and problems are noticed, investigated, and remedied before they become critical and provide for rapid corrections and eliminate long-term problems. All flag actions are immediately copied to the Client Program Manager for information or action. Flag status and mitigation plans are shared with our Management, HR/Resourcing Teams as well as clients at status review meetings.

Skills Set Evaluation:

Sign-In Solutions evaluates the skills and abilities of job candidates and based on this test we determine if a job applicant has the necessary skills to perform the various aspects of a job. Sign-In Solutions professionally developed and validated tests not only measure a candidate's skill proficiency, but also aptitude and motivation. Sign-In Solutions has a well-defined process for skill assessment.

Sign-In Solutions uses the following methods to evaluate the skills of candidates.

- Cognitive Ability Test: In this test, we will check how the candidates would perform in more unexpected scenarios. Here we evaluate a personal ability to think abstractly when using numerical and verbal reasons skills.

AGREEMENT

- Personality Test: In this test, we will check, the candidate's performance in their work and motivations.
- Psychometric Test: we will evaluate a candidate's behavioural style and mental ability. This test helps to understand the candidate's suitability for an open job position by matching their aptitude and personality traits with those needed to perform the job.
- Document Check: Candidates' self-submitted documents are analysed and checked for authenticity.
- Resume Checks: After a thorough evaluation by our dedicated experts, only resumes matching 90% or more of the skills required for the position move forward to the account Manager.
- Telephone Interview: After the submission of the resume to the account manager our technical expertise takes a Telephonic interview with the consultant. If the Consultant passes in a telephonic interview, then the resume moves ahead for Skype Interview.
- Skype Interview: After a Telephonic interview our expertise organizes a Skype interview for the consultant. When our expertise gets ensured about the consultant's ability then the resume is finally submitted to the client.

Pre-Employment Screening:

Criminal, arrest, incarceration, and sex offender records:

There are several types of criminal record searches available to employers, some more accurate and up to date than others. These "third-party" background checking agencies cannot guarantee the accuracy of their information, thus many of them have incomplete records or inaccurate records. The only way to conduct an accurate background check is to go directly through the state. Most times using the state of choice is much cheaper than using a "third party" agency. Many websites offer the "instant" background check, which will search a compilation of databases containing public information for a fee. These "instant" searches originate from a variety of sources, from the state-wide court and corrections records to law enforcement records which usually stem from county or metro law enforcement offices. There are also other database-type criminal searches, such as state-wide repositories and the national crime file. A commonly used criminal search by employers who outsource is the county criminal search.

Citizenship, immigration, or legal working status:

The hiring of undocumented workers has become an issue for American businesses since the forming of the Department of Homeland Security and its Immigrations and Customs Enforcement (ICE) division. Many history making immigration raids [14] over the past two years have forced employers to consider including legal working status as part of their background screening process. All employers are required to keep government Form I-9 documents on all employees and some states mandate the use of the federal E-Verify program to research the working status of Social Security Numbers.

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Litigation records:

Employers may want to identify potential employees who routinely file discrimination lawsuits. It has also been alleged that in the U.S., employers that do work for the government do not like to hire whistle-blowers that have a history of filing qui tam suits.

Driving and vehicle records:

Employers that routinely hire drivers or are in the transportation sector seek drivers with clean driving records—i.e., those without a history of accidents or traffic tickets. Department of Motor Vehicles and Department of Transportation records are searched to determine a qualified driver.

Drug tests:

Drug tests are used for a variety of reasons—corporate ethics, measuring potential employee performance, and keeping workers' compensation premiums down.

Education records:

These are used primarily to see if the potential employee had graduated from high school (ora GED) or received a college degree, graduate degree, or some other accredited university degree. There are reports of SAT scores being requested by employers as well.

Employment records:

These usually range from simple verbal confirmations of past employment and timeframe to deeper, such as discussions about performance, activities and accomplishments, and relations with others.

Financial information:

Credit history, liens, civil judgments, bankruptcy, and tax information may be included in the report.

Licensing records:

A government authority that has some oversight over the professional conduct of its licensees will also maintain records regarding the licensee, such as personal information, education, complaints, investigations, and disciplinary actions.

Medical, Mental, and Physiological evaluation and records:

These records are generally not available to consumer reporting agencies, background screening firms, or any other investigators without documented, written consent of the applicant, consumer, or employee.

Military records:

Although not as common today as it was in the past fifty years, employers frequently requested the specifics of one's military discharge.

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Social Security Number:

- A fraudulent SSN may be indicative of identity theft, insufficient citizenship, or concealment of a “past life”. Background screening firms usually perform a Social Security trace to determine where the applicant or employee has lived.
- Other interpersonal interviews

1) Conversion hours/weeks

Our turnaround time for submitting the resumes is 2-3 days. Once an order is placed, the district will be presented with a preformatted proposal within 48-72 hours, of all short-listed candidates along with a summary of internal screening and 2 professional references. The candidates will be available for Face-to-Face interviews within the next 24 hours and will be available to join immediately once confirmed.

Tasks	Responsibilities	Recruitment Timeline (Number of Hours)					
		<=2	2-8	8-12	12-16	16-20	20-48*
		Note: These are examples of steps.					

		Each situation may be different					
A. Client Requisition							
<ul style="list-style-type: none"> • Analyze client staff requisition and write a synopsis of the requisition 	<ul style="list-style-type: none"> ▪ Account Manager ▪ Alternate Account Manager 						
<ul style="list-style-type: none"> • Submitting position description and client requirements in Job diva tools 							
<ul style="list-style-type: none"> • Identify any necessary qualifications 							
<ul style="list-style-type: none"> • Assigning to Sign-In Solution team lead through internal Job diva tool 	<ul style="list-style-type: none"> ▪ Recruitment Manager 						
B. Identify Consultant (3 – 5 Consultants)							
<ul style="list-style-type: none"> • Check if there is a matching skilled consultant available “on the bench” 	<ul style="list-style-type: none"> ▪ Recruitment Team 						
<ul style="list-style-type: none"> • Identify existing skill sets and candidates within the Sign-In Solutions Job diva database 							
<ul style="list-style-type: none"> • Post jobs to external job sites (Sign-In Solution website, Dice.com, Monster.com, CareerBuilder.com, and shared with approved subcontractors). 							
<ul style="list-style-type: none"> • Sourcing candidates from various job sites by conducting Boolean searches and detailed communication with prospect consultants. 							

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<ul style="list-style-type: none"> Sourcing candidates from our internal employee pool. 								
<ul style="list-style-type: none"> Sharing the requirements with our consultants by posting them on our internal website for internal referrals. 								
C. Pre-Screening and Interview (Sign-In Solutions)								
<ul style="list-style-type: none"> Executing a comprehensive pre-screening that confirms motivation, previous experience, salary, skill level, required education/certification/ license, clearance, and potential team fit. 	<ul style="list-style-type: none"> Recruitment Team 							
<ul style="list-style-type: none"> Pre-screening includes an online test (using Prove-It, Brain bench & internal tools) and a general knowledge test. 								
<ul style="list-style-type: none"> Discussing salary requirements and relocation needs with candidates 								
<ul style="list-style-type: none"> Providing Sign-In Solutions overview and explaining benefits 								
<ul style="list-style-type: none"> Evaluating attitude and aptitude by discussing team scenarios 								
<ul style="list-style-type: none"> Skill Evaluation Conducting an initial assessment of the candidate's qualifications Conducting detailed interviews based on the job requirement 	<ul style="list-style-type: none"> Experts 							
<ul style="list-style-type: none"> Soft Skills Evaluation Evaluating candidate's communication, creativity, analytical thinking, diplomacy, flexibility, change-readiness, problem-solving, leadership, team building, and listening skills 								
D. Evaluation (Sign-In Solutions)								
<ul style="list-style-type: none"> Preparing the feedback form to summarize the results of the interview and update Job diva with qualified consultants 	<ul style="list-style-type: none"> Recruitment Manager 							
<ul style="list-style-type: none"> Relaying interview results to the consultants 								
<ul style="list-style-type: none"> Checking consultant's references 	<ul style="list-style-type: none"> Account Manager 							
E. Submission to the County								
<ul style="list-style-type: none"> Creating skilled matrix matching required skills with experience of consultants to present a consistent skill summary to the client 	<ul style="list-style-type: none"> Recruitment Manager Account Manager 							
<ul style="list-style-type: none"> Submitting resumes with a Skill summary of the selected consultants and references to the Client. 								

AGREEMENT

2) Technology utilized in course of business

- Below is the Technology tool that sign-In Solutions use to provide staffing services
 1. Find new candidates with a sourcing tool – Sign-In Solutions sourcing tool(Platforms like Zoho Recruit, CareerBuilder, BreezyHR, and LinkedIn Talent Solutions) scans through profiles, resumes, and other data about candidates to help us to find someone who is a good fit.
 2. Manage the hiring process – Sign-In Solutions use the Applicant tracking software to manage our email correspondence, interview scheduling and feedback, and candidate application tests.
 3. For candidate interview scheduling we use a scheduling tool like Deputy and Calendly.
 4. Using Good Hire, Accurate Now Background checking tool we will screen the candidate’s criminal records, driving history, social security validation, and registry check.
 5. Using HR Management (Deputy and BambooHR)tools we track the placed candidate’s performance, their progress, sick days or annual leave, and payroll.

3) Recruiting strategies and tactics

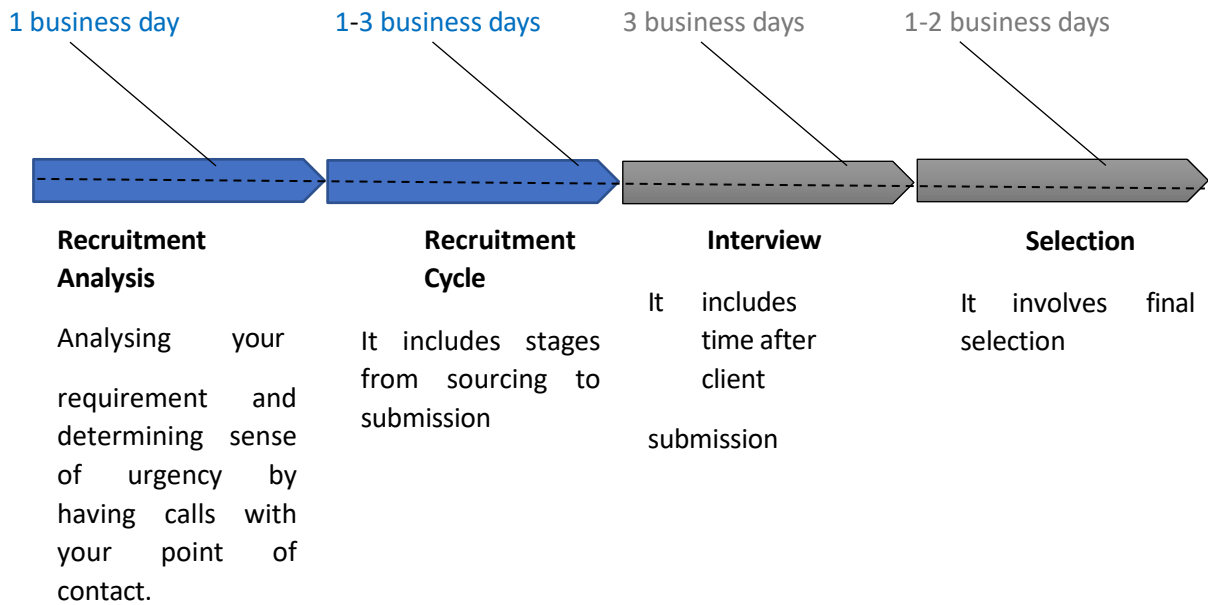
Below are the strategies and tactics we follow in providing services to the client

- Establishing and leveraging your employer’s brand
- Improving job postings with compelling job descriptions
- Prioritizing diversity, equity, and inclusion practices
- Treating candidates as customers
- Conducting great interviews
- Utilizing niche job boards
- Expanding your reach on social media
- Creating recruitment videos
- Contacting qualified applicants from the past
- Reaching out to past employees
- Targeting passive candidates
- Recruiting at colleges and universities
- Hosting or attending industry-related meetups
- Implementing an employee referral program
- Improving the hiring process with data and metrics

AGREEMENT

4) Time needed to fill positions

We generally serve an IT and non-IT requirement, such as yours, within 7-10 business days (it also includes the timeline, wherein you might want to conduct an interview with the prospective candidate, before final selection).



AGREEMENT

5) Retention/turnover statistics

The following is a list of the other primary methods employed to retain staff members followed by a brief description of each of these items. Management focuses on these areas to promote overall staff retention:

- Providing a supportive management
- Individual career development
- Competitive salaries
- Competitive benefits package
- State-of-the-artwork environment

Providing a Supportive Management: Industry studies indicate that the direct supervisor is the most important factor in an employee's decision to remain at or leave an organization. Sign-IN management supports its employees by providing timely feedback, recognition, individual career planning, and ensuring that employees have the tools they need to do their jobs. Communication is a key factor in employee retention. Feedback is provided consistently through verbal and written communications and through formal and informal performance reviews. Recognition is provided through several mechanisms, including:

- Verbal and written commendations "on the spot"
- Verbal and written commendations at meetings
- Awards and bonuses

Management provides consistent feedback in order to open lines of communication for both positive and negative feedback to and from the employee. Employees receive "on the spot" awards for outstanding performance as it occurs. Employees are recognized for their contributions at meetings and company-wide gatherings. We will hold regularly scheduled staff meetings, luncheons, and grassroots-level meetings to communicate project events, the status of work schedules, and other relevant information. The TO Program Manager, **Mr. MD Ashar** holds encouraging discussions with our consultants concerning workplace issues and complaints and provides methods to motivate and improve the efficiency/effectiveness of work operations. Individual and group awards are presented to recognize both individuals and teams for sustained excellence. Another key ingredient to retention is the individual career plan.

Individual Career Development: Sign-In Solutions managers work with each employee to develop individual career plans. The plans contain three types of goals and objectives: 1) achievements on behalf of the customer, 2) achievements specific to Sign- IN and 3) training programs to help meet the targets identified in the first two areas. The goals and objectives identified in the career plan provide the basis for the employee's annual performance review. The plan communicates what the employee is expected to accomplish and is developed by the employee with input from the direct supervisor. This participatory management style provides the employee the opportunity to set the direction of his/her career and the criteria by which he/she will be judged. The result most often is that the employee sets higher goals than the supervisor would have set. The employee also works harder to achieve goals and objectives than he/she would have had the goals and objectives been set solely by the supervisor.

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Competitive Salaries: Sign-IN's staff both employees and teaming partners, have a strong commitment to excellence and are our most valuable assets. Sign-IN has established corporate guidelines for fair and equitable salary based on skills, years of experience, and education and training. The salary ranges for our respective labor categories are based upon industry standard salary surveys appropriate to the areas in which we do business.

Competitive Benefits Package: While compensation has been found to be one of the lesser reasons employees use to determine whether to stay with an organization or move on, we at Sign-IN provide competitive salaries with an outstanding benefits package. The benefits package includes the educational and training programs described earlier, a 401(k) program, cafeteria-style family health care options with multiple health care options to choose from, and a vacation program that begins with two weeks and ramps up to five weeks over the next ten years.

Location

Sign-In Solutions confirms that Currently, we established our office in 2 states as:

- 2021, Midwest Rd, Suite 200, Oak Brook Illinois
- 1111 3rd Ave W Bradenton, FL

since our inception, we are providing payroll services to 10 to 15 US states through Ferguson and our dedicated Recruiters have lent market knowledge and experience to the College. Our Recruiters will establish a thorough understanding of the key technical and non-technical information required for each assignment. By taking the time and interest to ensure that they understand the technical environment of your business units, our Recruiters have become experts in the skill sets utilized by the County.

Nation Wide Recruiting Team:

Our national and international recruiting teams serve to complement local recruitment efforts by offering ongoing staffing support for existing clients of Sign-In Solutions. Working in collaboration with our team across the US, the national recruiting teams drive accountability for sales and recruiting results at the local branch, regional and corporate levels. These teams specialize in sourcing quality candidates across multiple regions and operations and are highly skilled in remote candidate recruiting, assessment, placement, and retention.

Compensation

Pinellas County is looking for an expert vendor to provide temporary staffing services of local and National on an as-needed basis.

The County reserves the right to hire any temporary staff at no cost to the County.

The successful firm has to recruit, screen, and manage all tasks relate to employment including pre-screening, screening, onboarding, time & attendance management, performance monitoring, payment, etc... The contractor needs to complete a thorough background check on the selected resource not limited to drug testing, background check, education verification, credit check, driving license check, etc.

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The Sign-In Solutions must provide temporary nursing services including but not limited to:

- Sign-In Solutions verifies that we are responsible for all proposed members' Auto Liability insurance coverage.
- Sign-In Solutions confirms that we are responsible for reviewing the Florida Driver's license or appropriate state driving license history records for the last four years in accordance with this agreement.
- Sign-In Solutions conducts criminal background checks that cover the entire state of Florida and also checks all counties outside of Florida where the applicant has resided in the last seven years and a federal investigation on a global scale.
- Sign-In Solutions confirms that we also conduct a Level Two Criminal History Records Check through the Florida Department of Law Enforcement (FDLE).
- Sign-In Solutions confirms that we are responsible for all costs associated with the background checks.

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EXHIBIT B - INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Proposal, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

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- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
- All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
- 1) Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - 3) Provide that County will be an additional indemnified party of the subcontract;
 - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 - 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
 - 6) Assign all warranties directly to the County; and
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

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The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 3) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

4) Each Occurrence or Claim	\$ 1,000,000
5) General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

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- 4) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- 5) **Crime/Fidelity/Financial Institution Insurance** coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

- 6) **Property Insurance** Foundation will be responsible for all damage to its own property, equipment and/or materials.

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

PROPOSER shall provide temporary staffing services based upon the following multiplying rate compensation factors (e.g. a 17% markup to COUNTY specified wages- a multiplier of 1.17)

GROUP	GROUP TYPE	MULTIPLIER
A	PROFESSIONALS	27%
B	TECHNICIANS	27%
C	ADMINISTRATIVE SUPPORT	27%
D	SKILLED CRAFT WORKERS	27%
E	SERVICE AND MAINTENANCE WORKERS	27%

NOTE: Proposal rates are inclusive of all costs and overhead including, but not limited to, current and all future governmental mandates.

NOTE: The County will pay for hours actually worked. Temporary employees shall be paid overtime for work performed in excess of forty (40) hours per week (defined as Sunday to Saturday) at a rate of 1.5 times the hourly rate. Such overtime must be pre-approved by the County Department Director and verified on the temporary employee's time sheet and signed by the County Department Director. The County will not pay for holidays or holiday pay.

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT**EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.