

# INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: \_\_\_\_\_ VENDOR # \_\_\_\_\_

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR): \_\_\_\_\_

Print Name \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
TYPE OF CONTRACT: New \_\_\_ Renewal \_\_\_ Amendment \_\_\_ Services \_\_\_ Goods \_\_\_ Consulting \_\_\_ Construction \_\_\_ Lease \_\_\_ Other \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT AMT: \_\_\_\_\_ CONTRACT TERM: \_\_\_\_\_ RFP/IFB/RFQ#: \_\_\_\_\_

FUNDING SOURCE/TITLE: County \_\_\_ State \_\_\_ Federal \_\_\_ Title/Name of Grant Funds \_\_\_\_\_

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES \_\_\_ NO \_\_\_

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1									
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES\_X\_ NO \_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES\_X\_ NO \_\_\_ Date of BOCC Approval: \_\_\_\_\_

COUNTY ATTORNEY

Reviewing Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

REQUISITIONER

DocuSign E-Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/E-Mail: \_\_\_\_\_

PURCHASING MANAGER

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CHIEF FINANCIAL OFFICER

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

COUNTY MANAGER

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

CLERK TO THE BOARD

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

Additional Comments/Instructions by Department:

FUNDS RESERVATION# \_\_\_\_\_

Purchasing Comments:

IS&T DEPT

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

**THIS CONTRACT AMENDMENT** is made and entered into this   1st   day of   May  , 2026 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and Robert half INC. (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated 12/01/25, for the provision of Temporary Support, (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:


1. The Term of the Original Agreement is hereby extended (or continues to be if no extension) through June 30, 2026.

2. The compensation paid to Contractor shall be a total amount not to exceed \$99,000.00. This amendment is thus an additional \$17,000.00 in compensation to Contractor for a new total of \$116,000.00 (\$0.00 if extension only).

**3. CONTINGENT FUNDING/NON-APPROPRIATION.** The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that COUNTY may terminate the Contract if the requisite approval is not given, by giving CONTRACTOR notice of the non-approval and termination within 30 days of the Board’s decision. Termination of this contract under this provision shall not form the basis for any claim by either party.

**4. NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, national origin or ancestry, martial or familial status, pregnancy, military status, religious belief or non-belief, disability, or any other protected category under local, state, or federal law. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. **Failure to comply with this provision is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY.**

**5. INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’s performance during the execution of this Contract. CONTRACTOR shall indemnify and save harmless the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, and damages arising out of CONTRACTOR’s performance under this Contract. CONTRACTOR acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of CONTRACTOR or CONTRACTOR’s agents, employees, subcontractors, vendors, or invited guests. CONTRACTOR also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft of or from, COUNTY property, to the degree said theft, damage, or claim arises from or is otherwise related to CONTRACTOR’s performance under this contract. This indemnification shall survive the termination of this agreement.

**6. INSURANCE. Cyber Liability:** when applicable based on scope of work, policy must cover breach costs, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and loss at no less than \$1,000,000 per occurrence. 

**7. PUBLIC RECORDS.** It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type “**Confidential Information**”. Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

Should the requestor initiate legal action to compel production, the COUNTY shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. The COUNTY shall have no duty to defend the action and CONTRACTOR agrees to fully indemnify COUNTY for all costs related to such litigation. Should the COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

## **8. SECURITY BACKGROUND CHECKS.**

### **A. For Particular Facilities:**

1. For County Facilities other than Youth Home or Sheriff Facilities: with the exception of the Security contractor security personnel who have completed a Private Protected Services Board (PPSB) background check, the COUNTY is responsible for requesting criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities.
2. Youth Home Facilities: Youth Home public safety classifications background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check falls under the requirements of the North Carolina Criminal Standards and, provided that the criminal history check is done nationwide.
3. Sheriff Facilities – Courthouse and Detention Center. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center.

### **B. General Provisions.**

A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will complete the background check process prior to commencing work at Durham County Government. The results of the check will be reviewed by CONTRACTOR’s County point of contact who will provide them to the Durham County Security Manager. The Human Resources Department will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Human Resources Department will consult the Legal Office, as needed, on any negative determinations. The Human Resources Department will notify the Contractor's County point of contact of the results of the review. Contractor can appeal a negative determination by the Human Resources Department to

the County Manager or the County Manager’s designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY point of contact. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff’s Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff’s Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings disabled.

**9. NOTICES.** All notices which may be required to be sent to the COUNTY by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM  
COUNTY MANAGER  
200 EAST MAIN STREET, 3<sup>RD</sup> FLOOR  
DURHAM, NORTH CAROLINA 27701**

**10. Paragraph \_\_\_\_, MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM is redacted.**



Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

**CONTRACTOR**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name/Title:** \_\_\_\_\_

**Print Name/Title:** **Caleigh Ryan/Account Manager**

**Date of Signature:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
**Crystally Wright, Durham County Chief Financial Officer**

Personal & Confidential

Durham County

200 E Main St 5<sup>th</sup> Floor

Durham NC 27701

Requested by: Antonio Davis – Platform Services Manager

Antonio.

Thank you for selecting Robert Half Technology to meet your staffing needs.

1 Scope of Engagement: SQL DBA

- Experience with installing, maintaining and upgrading all components of the data platform: SQL Server, SSMS, SSIS, SSRS, PBIRS.
- Experience with SSAS is a plus
- Experience with tools such as Visual Studio, VSCode, Azure Data Studio
- Proficient in T-SQL
- Experience with Powershell
- MySQL and Oracle experience is a plus
- Experience with or knowledge of capacity planning
- Cloud experience is a plus • Proficient with Transparent Data Encryption (TDE)
- Experience with SolarWinds DPA or other database monitoring software
- Knowledge of backup systems
- Experience with Policy Based Management

Assigned Individual: RHT will assign the following individual to client for this engagement:

**Name of Assigned Individual** - Byron Barton

**Bill rate** - \$120/hr

**Duration** - 3 ½ week extension

**Budget** - not to exceed \$17,000

**Preston Yelverton**

Vice President – Staffing and Consulting Services

Robert Half Technology

O: 984.900.8071 C: 252.531.7167

[preston.yelverton@roberthalf.com](mailto:preston.yelverton@roberthalf.com)

Join the conversation: [LinkedIn](#) | [Facebook](#) | [Twitter](#)

<https://www.linkedin.com/in/preston-yelverton-a730b184/>

**Robert Half** | 4140 Park Lake Ave | Suite 500 | Raleigh | NC 27612 USA | [roberthalf.com](http://roberthalf.com)



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**Robert Half ranked No. 1 on Forbes' lists of  
professional, executive and temporary recruiting firms.**

**ATTACHED FOR REFERENCE PURPOSES**

DOCUSIGN

# INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: Robert Half VENDOR # 1000007304

**CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):**

Preston Yelverton preston.yelverton@roberthalf.com

Print Name \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
TYPE OF CONTRACT: New  Renewal  Amendment  Services  Goods  Consulting  Construction  Lease  Other \_\_\_\_\_

SCOPE OF WORK: SQL DBA

CONTRACT AMT: \$99,000.00 CONTRACT TERM: 12/012025 - 06/30/26 RFP/IFB/RFO#: n/a

FUNDING SOURCE/TITLE: County X State \_\_\_\_\_ Federal \_\_\_\_\_ Title/Name of Grant Funds \_\_\_\_\_

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES  NO

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4200191000	52001601000			0026	\$99,000.00		
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES X NO \_\_\_\_\_

Signature: SEE ATTACHED Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES \_\_\_\_\_ NO X Date of BOCC Approval: \_\_\_\_\_

**COUNTY ATTORNEY**

Reviewing Attorney: SEE ATTACHED Date: \_\_\_\_\_

**REQUISITIONER**

DocuSign E-Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/E-Mail: \_\_\_\_\_

DocuSigned by:  
**PURCHASING MANAGER**  
Jonathan Hawley Date: 12/2/2025 | 4:14 PM EST  
965FC9C0F47B48B  
DocuSign E-Signature

**DEPARTMENT HEAD OR DESIGNEE**

DocuSign E-Signature: Tamara Minor Date: 12/3/2025 | 8:58 AM EST

Print Name/Title: Tamara D. Minor/Senior IT Business Specialist

E-Mail Address: tamaminor@dcon.gov

DocuSigned by:  
**CHIEF FINANCIAL OFFICER**  
Crystally Wright Date: 12/4/2025 | 4:16 PM EST  
84D5F27463AF4D4  
DocuSign E-Signature

**Additional Comments/Instructions by Department:**

DocuSigned by:  
**COUNTY MANAGER**  
Claudia O. Hager Date: 12/6/2025 | 4:03 AM EST  
2524CE2253F7468  
DocuSign E-Signature

FUNDS RESERVATION# 26-710

**CLERK TO THE BOARD**

Date: \_\_\_\_\_

DocuSign E-Signature

**IS&T DEPT**

Date: \_\_\_\_\_

DocuSign E-Signature



**Purchasing Comments: COMP - URGENT REQUEST PER DEPT.**  
**THE COI\_LEGAL APPROVAL IS ATTACHED TO THE FR IN SAP**



# Funds Reservation 2600000710

General Data			
Company code	DCNC	Document date	11/21/2025
		Posting date	11/21/2025
More Data			
Text	SERVICE CONTRACT 12/01/25 - 06/30/26		
Overall Amount	99,000.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	SQL DBA		
Fund	1001010000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200160100
Vendor	1000007304	Vendor Name	ROBERT HALF INTERNATIONALS
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	99,000.00 USD		
Open amount	99,000.00 USD		
To approve	0.00 USD		

  
 PURCHASING OFFICER  
  
 CHIEF FINANCIAL OFFICER



**NORTH CAROLINA  
DURHAM COUNTY**

**SERVICE CONTRACT  
INFORMATION SERVICES & TECHNOLOGY**

**THIS CONTRACT** is made, and entered into this the 1st day of December 2025, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and **ROBERT HALF INC.** doing business through its technology practice group a Corporation, Limited Liability Company, Individual, or other Entity duly authorized to do business in the state of North Carolina, (hereinafter referred to as “**CONTRACTOR**”).

For and in consideration of mutual promises to each as hereinafter set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the temporary staffing services under this contract by assigning CONTRACTOR’s personnel (each an “Assigned Individual”) to perform work for COUNTY pursuant to the provisions and specifications identified herein and in the applicable “**Attachment 1**” (hereinafter collectively referred to as “**Services**”). Each Attachment 1 shall be incorporated and made a part of this contract upon its execution by both parties. In the case of a conflict between this base contract and any attachment, the terms of this base contract shall control. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure full compliance with the terms of this contract. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **December 1, 2025**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from December 1, 2025 to June 30, 2026 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.**

**3a.** CONTRACTOR shall receive from COUNTY an amount not to exceed the Not-to-Exceed Amount listed in the applicable Attachment 1 as full compensation for the provision of Services described in that Attachment 1. Notwithstanding anything to the contrary in this Agreement or an Attachment 1, CONTRACTOR may at any time, in its sole discretion, discontinue performance of the Services once the Not-to-Exceed Amount has been attained (even if CONTRACTOR continued to provide services after the Not-to-Exceed Amount was reached). COUNTY agrees to pay CONTRACTOR at the hourly bill rates specified for the Services in the applicable Attachment 1, performed to the satisfaction of the COUNTY, in accordance with this contract, and applicable Attachment 1. The Assigned Individual will present a time sheet or an electronic time records to COUNTY for verification and approval at the end of each week. Unless otherwise specified in a writing signed by both parties, CONTRACTOR will bill COUNTY weekly for the total hours worked. Notwithstanding anything to the contrary herein, the COUNTY agrees that its approval of the Assigned Individual’s time sheet shall serve as confirmation that the COUNTY is satisfied with the Services for that period of time. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY. If applicable, overtime will be billed at 1.50 times the normal billing rate.

Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

In the event that the COUNTY directly hires an Assigned Individual of CONTRACTOR who has been assigned to perform services under this Agreement, within a period of six (6) months after the Assigned Individual's last date of assignment, the COUNTY agrees to pay CONTRACTOR a conversion fee equal to fifteen percent (15%) of the employee's annualized base compensation at the time of hire. This fee shall apply only to direct employment by the COUNTY and shall not extend to COUNTY affiliates, contractors, or other third parties. No fee shall be owed if the employee was not assigned to the COUNTY under this Agreement within the prior six (6) months at the time of hire.

The same calculation will be used if COUNTY converts CONTRACTOR's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.

**3b.** The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that COUNTY may terminate the Contract if the requisite approval is not given, pursuant to Section 8.3 below. Notwithstanding the foregoing, the COUNTY agrees to pay for all Services provided prior to COUNTY's termination of the contract.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to "confidential information" or "personal identifiable information".

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

**5.1 DEFINITIONS.** As used in this Contract, the following terms shall have the meanings set forth below:

**Confidential Information.** The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
  1. Information of the COUNTY or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
  2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
  3. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
  4. Citizen or employee social security numbers collected by the COUNTY.
  5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses, but is not limited to, passwords and security standards, procedures, processes, configurations, software, and codes.
  6. Local tax records of the COUNTY that contain information about a taxpayer’s income or receipts.
  7. Any attorney/client privileged information disclosed by either party.
  8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
  9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
  10. Protected Health Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

**Personal Identifiable Information.** The term “Personal Identifiable Information” shall mean information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked to a specific individual.

**5.2 RESTRICTIONS.** CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report, or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for the purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of the language in this Section 5.2. CONTRACTOR shall not directly or indirectly disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

**5.3 EXCEPTIONS.** The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;

- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

**5.4 REMEDIES.** CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

**5.5 DATA SECURITY.** For County information stored on CONTRACTOR's premises or its electronic systems, the CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach of COUNTY information stored on its premises or electronic systems to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered, or as soon as practicable.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach on its premises or electronic systems, to affected persons, the CONTRACTOR shall bear the cost of the notice.

**5.6 TRAINING AND NON-DISCLOSURE.** Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of "confidential information" and "personal identifiable information," by having its employees, agents, and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when, submitted by COUNTY.

**5.7 PUBLIC RECORDS.** It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type "**Confidential Information**". Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine

that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

Should the requestor initiate legal action to compel production, the COUNTY shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. The COUNTY shall have no duty to defend the action, and CONTRACTOR agrees to fully indemnify COUNTY for all costs related to such litigation. Should the COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

**5.8 ASSIGNED INDIVIDUAL PERSONAL INFORMATION.** COUNTY agrees to hold in confidence the resumes, social security numbers and other legally protected personal information of CONTRACTOR's Assigned Individuals, and COUNTY agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

**6. INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including reasonable attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, to the extent resulting from CONTRACTOR's performance during the execution of this Contract. CONTRACTOR shall indemnify and hold harmless the County of Durham, their respective officers, agents, servants and employees (each an "Indemnified Party") from and against all claims, losses, and damages to the extent arising out of CONTRACTOR's performance under this Contract. CONTRACTOR acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or the negligent acts of CONTRACTOR or CONTRACTOR's agents, employees, subcontractors, vendors, or invited guests. CONTRACTOR also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft of or from, COUNTY property, to the degree said theft, damage, or claim arises from or is otherwise related to CONTRACTOR's performance under this contract. This indemnification shall survive the termination of this agreement. Notwithstanding anything to the contrary in this contract, CONTRACTOR shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of COUNTY or an Indemnified Party.

**7. INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and authorized to do business in North Carolina. All of the policies required of the CONTRACTOR herein, except for Cyber Liability, shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within thirty (30) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. With the exception of Cyber Liability CONTRACTOR'S insurance required herein shall be primary (or contain an alternate employer endorsement) and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to such CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

**7.1 Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 01, or its equivalent, on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

**7.2 Commercial Automobile Liability:** ISO Form CA 00 01, or its equivalent, covering any auto used by CONTRACTOR, with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

**7.3 Worker's Compensation and Employers Liability:** as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

**7.4 Cyber Liability:** when applicable based on scope of work, policy must cover breach costs, information theft, damage to or destruction of electronic information as a result of security breach, intentional and/or unintentional release of private information in violation of applicable law, extortion, network security, and loss at no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors providing the Services, if applicable, maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY. COUNTY reserves the option to require additional or increased insurance coverages if, in the opinion of COUNTY, such coverage is necessary to properly manage the risk related to this contract. COUNTY shall give notice to CONTRACTOR of any such requirements prior to the execution of this contract, or within such reasonable time as COUNTY becomes aware of the need for such additional or increased coverages. If CONTRACTOR does not agree to secure such additional insurance coverage, COUNTY may terminate the contract immediately, upon written notice to CONTRACTOR.

## **8. TERMINATION.**

**8.1 EVENT OF DEFAULT.** Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services as required by this Agreement
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform or comply with any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the

- agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
- b. Reserved; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

**8.2 TERMINATION FOR CONVENIENCE.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

**8.3 CONTINGENT FUNDING/NON-APPROPRIATIONS.** If, at any time after the execution of this Contract, the required funding for this contract is not approved by the Durham County Board of Commissioners, COUNTY may terminate this contract immediately. COUNTY shall notify CONTRACTOR of the non-approval and termination within 30 days of the Board's decision. Notwithstanding the foregoing, COUNTY shall be responsible for the payment of all Services provided prior to the date of termination.

Termination of this Contract, under either section 8.1, 8.2, or 8.3 shall not form the basis of any claim for loss of anticipated profits by either party. Any respective obligations of CONTRACTOR or COUNTY hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

**9. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing. CONTRACTOR shall provide the necessary labor, required for it to fulfill its obligations regarding the Services hereunder.

**10. RESERVED.**

**11. COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all applicable statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) its services in general, (ii) payment of its employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any applicable Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

**12. HEALTH AND SAFETY.** It is understood that COUNTY is responsible for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to COUNTY's operations, and (ii) ensuring that safety plans exist for, and that any site-specific safety orientation or information relevant to the Assigned Individual's duties is made available to Assigned Individuals working on COUNTY's premises. The COUNTY shall provide site-specific hazard information and maintain a safe work environment. CONTRACTOR represents that it has an Injury and Illness Prevention Program and shall require the Assigned Individuals to follow COUNTY workplace safety policies, as communicated to the assigned individual by the COUNTY.

**13. NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, disability, or any other protected category under local, state, or federal law. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and

CONTRACTOR may be declared ineligible for further COUNTY contracts. **Failure to comply with this provision is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY.**

**14. Reserved.**

**15. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

**16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).** Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and indemnify the COUNTY against any associated 4980H penalties (“ACA Indemnity Obligation”). In no event shall CONTRACTOR’s ACA Indemnity Obligation extend to any taxes, penalties, or other liabilities under Internal Revenue Code (“IRC”) Section 4980H where such tax, penalty or other liability results from the imposition of penalties under (i) IRC Section 4980H(a), as a result of the failure by COUNTY or its agents or other contractors to make offers of minimum essential coverage to their respective employees under an eligible employer-sponsored plan, or (ii) IRC Section 4980H(b) as a result of COUNTY or its agents or other contractors making an offer of minimum essential coverage to their respective employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

**17. SECURITY BACKGROUND CHECKS.**

**A. For Particular Facilities:**

1. For County Facilities other than Youth Home or Sheriff Facilities: with the exception of the Security contractor security personnel who have completed a Private Protected Services Board (PPSB) background check, the COUNTY is responsible for requesting criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities.
2. Youth Home Facilities: Youth Home public safety classifications background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check falls under the requirements of the North Carolina Criminal Standards. and provided that the criminal history check is done nationwide.
3. Sheriff Facilities - Courthouse and Detention Center: The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center.

Notwithstanding the foregoing, the parties agree that Assigned Individuals will not perform services in Youth Home Facilities or Sheriff Facilities – Courthouse and Detention Center.

B. General Provisions.

A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The CONTRACTOR will complete the background check process described in the next paragraph prior to the Assigned Individual commencing work at Durham County Government. The results of the check will be reviewed by CONTRACTOR's COUNTY point of contact who will provide them to the Durham County Security Manager. The Human Resources Department will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Human Resources Department will consult the Legal Office, as needed, on any negative determinations. The Human Resources Department will notify the CONTRACTOR's County point of contact of the results of the review. CONTRACTOR can appeal a negative determination by the Human Resources Department to the County Manager or the County Manager's designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

To the extent permitted by applicable law, CONTRACTOR will have a third party vendor (a) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where the Assigned Individual has resided or worked in the U.S. in the last seven years as stated on Assigned Individual's application. CONTRACTOR will provide COUNTY with a copy of the results of any checks conducted on CONTRACTOR's Assigned Individuals and COUNTY agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes. Notwithstanding foregoing the Parties agree that the COUNTY is at all times subject to compliance with the Public Records Act and other applicable law.

Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening performed by COUNTY may be necessary at specific COUNTY buildings. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The CONTRACTOR will provide the results of their background check to the CONTRACTOR'S COUNTY point of contact who will provide them to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. CONTRACTOR can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

Personnel without a currently approved background check will have their access to those buildings disabled.

**18. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them..

**19. DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or the County Manager's designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions, and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided, which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.

**20. EXISTENCE.** CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of Delaware and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

**21. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

**22. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

**23. NOTICES.** All notices which may be required by this contract, or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM  
COUNTY MANAGER  
200 EAST MAIN STREET, 3<sup>RD</sup> FLOOR  
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR  
ATTN: Robert Half Inc.  
4140 ParkLake Ave., Suite 500  
Raleigh, NC 27612**

A copy of each notice to CONTRACTOR shall be sent to Robert Half Inc. Attention: Client Contracts Dept. 3001 Bishop Drive, Suite 140, San Ramon, CA 94583.

**24. HEADINGS, WAIVER, SEVERANCE.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary. An

alleged waiver of a term of this Agreement by COUNTY, whether express or implied, on one occasion shall not be construed to operate as a waiver on other occasions or other provisions. If County fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach. If any part of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provisions shall be considered severed and deleted and such severance shall not affect the validity of the remaining provisions hereof.

**25. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.

**26. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.

27. Intentionally omitted.

**28. ENTIRE CONTRACT.** This contract, including each Attachment 1 executed hereunder, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. Nothing in this Agreement shall obligate any Robert Half Inc. branch office, other than its technology practice group branch office located at 4140 Parklane Avenue, GlenLake One, Suite 500, Raleigh, North Carolina, 27612 (the “Branch”), to perform services under the terms and conditions contained herein. Notwithstanding the foregoing, Robert Half Inc. shall be responsible for any liability or claim arising out of the Branch’s performance of the services under the terms of this Agreement.

**29. SUPERVISION/ASSIGNMENT LIMITATIONS.** COUNTY shall supervise Assigned Individuals providing services to COUNTY. COUNTY shall not permit or require Assigned Individuals (i) to perform services outside of the scope of Assigned Individual's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual; (vii) to operate machinery (other than office machines) or automotive equipment. COUNTY may request that CONTRACTOR permit its Assigned Individuals to provide services to COUNTY remotely (i.e., from a location other than COUNTY's offices) using COUNTY's or CONTRACTOR's laptop and/or other computer or telecommunications equipment (the “Equipment”). COUNTY acknowledges and agrees that CONTRACTOR shall have no control over, and COUNTY shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, “Computer Systems”) used by the Assigned Individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, COUNTY must not permit Assigned Individual to save or store any of COUNTY's files or other data on the Computer Systems provided by CONTRACTOR (including, but not limited to, any virtual desktop infrastructure solution). COUNTY agrees that CONTRACTOR shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

**COUNTY OF DURHAM**

DocuSigned by:  
By: Claudia O. Hager  
2B24CE2253F7468...

**Print Name/Title:** Claudia O. Hager County Manager

**Date of Signature:** 12/6/2025 | 4:03 AM EST

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
Crystally Wright  
84D5E27463FF4D1V  
**Crystally Wright, Durham County Chief Financial Officer**

**ROBERT HALF INC.<sup>EOE</sup>**

Signed by:  
By: Matthew P. Bourdeau, MBA  
6EE4290C9F05417...

**Print Name/Title:** Matthew P. Bourdeau, MBA District President

**Date of Signature:** 12/4/2025 | 1:07 PM PST

ATTACHMENTS to follow

**EXHIBIT B**

**FEDERAL UNIFORM GUIDANCE  
CONTRACT PROVISIONS and CERTIFICATIONS**

The following Federal Provisions are required and apply to this contract, pursuant to 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II (as applicable), if federal funds are the source of funds for this contract between the County of Durham and Robert Half Inc., doing business through its technology practice group dated August 25, 2025, for the provision of temporary staffing services.

When used in the remainder of this Contract, the term Contract, Agreement and Grant shall all mean Contract. Also, when used in the remainder of this Contract, the term Contractor, Vendor and Grantee shall all mean Contractor.

**I. APPLICABLE FEDERAL RULES**

**FEDERAL RULE (A):** Agreements for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractor/Vendor/Grantee violate or breach the grant terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above Contractor agrees that if federal funds are granted by COUNTY, COUNTY reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of agreement by either party.

**FEDERAL RULE (B):** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000). Pursuant to Federal Rule (B) above, when federal funds are expended by COUNTY, COUNTY reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the Contract and/or the procurement solicitation. COUNTY also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if COUNTY believes, in its sole discretion that it is in the best interest of COUNTY to do so. The vendor will be compensated for work performed and accepted and goods accepted by COUNTY as of the termination date if the contract is terminated for convenience of COUNTY. Any award under this procurement process is not exclusive and COUNTY reserves the right to purchase goods and services from other vendors when it is in the best interest of COUNTY.

**FEDERAL RULE (C):** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Pursuant to Federal Rule (C) above, when federal funds are expended by COUNTY on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**FEDERAL RULE (D): Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when federal funds are expended by COUNTY, during the term of an award for all contracts and subgrants for construction or repair, the Grantee will be in compliance with all applicable Davis-Bacon Act provisions.

**FEDERAL RULE (E): Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to Federal Rule (E) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

**FEDERAL RULE (F): Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to Federal Rule (F) above, when

federal funds are expended by COUNTY, the Contractor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the Contractor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**FEDERAL RULE (G): Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts/Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).** Pursuant to Federal Rule (G) above, when federal funds are expended by COUNTY, the vendor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**FEDERAL RULE (H): Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.** Pursuant to Federal Rule (H) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**FEDERAL RULE (I): Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.** Pursuant to Federal Rule (I) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term and after the awarded term of an award for all contracts by COUNTY resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

## **II. OTHER FEDERAL REQUIREMENTS APPLICABLE TO THIS CONTRACT**

- A. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR 200.16)** The Contractor acknowledges that 2 CFR 200.216 (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment) applies to this contract and Recipients and Sub-recipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract or procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. DOMESTIC PREFERENCE FOR PROCUREMENTS (2 CFR 200.322)** The Contractor acknowledges and agrees to adhere, if applicable, to 2 CFR 200.322. (a) As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- C. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)** The Contractor acknowledges and agrees to adhere, if applicable, to 2 CFR 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**III. REQUIRED CERTIFICATIONS**

- A. CERTIFICATION OF RECORDS RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334.** When federal funds are expended by COUNTY for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
  
- B. CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS.** When federal funds are expended by COUNTY for any contract resulting from this procurement process in excess of \$100,000, the Contractor certifies that the Contractor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.
  
- C. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT.** When federal funds are expended by COUNTY for any contract resulting from this procurement process, the vendor certifies that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  
- D. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS.** Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.
  
- E. CERTIFICATION OF NON-COLLUSION STATEMENT.** Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**COMPLIANCE WITH LAW.** Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

**CONTRACTOR: Robert Half Inc.**<sup>EOE</sup>

By: \_\_\_\_\_  
Authorized Representative

**Print Name/Title:** \_\_\_\_\_

Personal & Confidential

Durham County

200 E Main St 5th floor

Durham, NC 27701

Requested by: Antonio Davis, Platform Services Manager

Antonio,

Thank you for selecting Robert Half Technology to meet your staffing needs.

**1 Scope of Engagement: SQL DBA**

- *Experience with installing, maintaining and upgrading all components of the data platform: SQL Server, SSMS, SSIS, SSRS, PBIRS*
- *Experience with SSAS is a plus*
- *Experience with tools such as Visual Studio, VSCode, Azure Data Studio*
- *Proficient in T-SQL*
- *Experience with Powershell*
- *MySQL and Oracle experience is a plus*
- *Experience with or knowledge of capacity planning*
- *Cloud experience is a plus*
- *Proficient with Transparent Data Encryption (TDE)*
- *Experience with SolarWinds DPA or other database monitoring software*
- *Knowledge of backup systems*
- *Experience with Policy Based Management*

**Assigned Individual:** RHT will assign the following individual to client for this engagement:

Name of Assigned Individual	Hourly Bill Rate	Project Duration	Total Budget will not exceed
TBD	\$120/hr	5 months	\$99,000

**Preston Yelverton**

Vice President – Staffing and Consulting Services

Robert Half Technology

O: 984.900.8071 C: 252.531.7167

[preston.yelverton@roberthalf.com](mailto:preston.yelverton@roberthalf.com)

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