

## INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: Westaff Work Force Solutions dba Westaff VENDOR #1000016183

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

KATHERINE BOONE

[katherine.boone@westaff.com](mailto:katherine.boone@westaff.com)

Print Name

E-Mail Address

TYPE OF CONTRACT: New ☐ Renewal ☐ Amendment ☒ Services ☒ Goods ☐ Consulting ☒ Construction ☐ Lease ☐ Other ☐

SCOPE OF WORK: TEMPORARY SUPPORT RESOURCE ASSOCIATES-JUNIOR DEVELOPER SUPPORT

CONTRACT AMT: \$24,253.60 (orig.) + \$30,740.16 (increase) = \$54,993.76 total

CONTRACT TERM: 07/01/2022-06/30/2023 RFP/IFB/RFQ#: N/A

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	1001010000	42001910000	5200160100			0069	\$30,740.16	I	INCREASE
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ☐ NO ☐

COUNTY ATTORNEY

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

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

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

REQUISITIONER

PURCHASING MANAGER

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

\_\_\_\_\_  
DocuSign E-Signature

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

DEPARTMENT HEAD OR DESIGNEE

CHIEF FINANCIAL OFFICER

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

\_\_\_\_\_  
DocuSign E-Signature

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

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

COUNTY MANAGER

\_\_\_\_\_  
DocuSign E-Signature

Additional Comments/Instructions by Department:

amending to extend and increase in funding

CLERK TO THE BOARD

\_\_\_\_\_  
DocuSign E-Signature

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

IS&T DEPT

\_\_\_\_\_  
DocuSign E-Signature

Purchasing Comments:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA office 425 Market Street suite 2800 San Francisco CA 94105 USA	INSURER(S) AFFORDING COVERAGE INSURER A: The Ohio casualty Insurance company INSURER B: Federal Insurance company INSURER C: continental casualty company INSURER D: AIG Specialty Insurance company INSURER E: Greenwich Insurance company INSURER F: XL Insurance America Inc	NAIC# 24074 20281 20443 26883 22322 24554
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COVERAGES

CERTIFICATE NUMBER: 590091528603

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
E	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE 0 OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER:	Y RGD943757709	1/31/2022	1/31/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADY INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OPAGG \$2,000,000
E	AUTOMOBILE LIABILITY ANYAUTO	Y RAD943767809	01/31/2022	01/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person)
D	OWNED AUTOS ONLY HIRED AUTOS ONLY Contractual Liability	Y 66323492	01/31/2022	01/31/2023	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY YIN	Y RWD943543509 AOS	01/31/2022	01/31/2023	X PER STATUTE OTH-ER
F	ANY PROPRIETOR   PARTNER   EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) rit fti'3 n/gPERATIONS below	NIA RWR943543609 WI, DE	01/31/2022	01/31/2023	E.L.EACH ACCIDENT \$1,000,000 E.L.DISEASE-EA EMPLOYEE \$1,000,000 E.L.DISEASE-POLICY LIMIT \$1,000,000
B	EPL - Primary	82610110 Employment Practices	09/01/2021	07/19/2022	occ / Agg Limit \$5,000,000- Aggregate \$5,000,000

SIR applies per policy terms & conditions

DESCRIPTION OF OPERATIONS | LOCATIONS | VEHICLES (ACORD 100, Additional Remarks Schedule, may be attached if more space is required)

A waiver of subrogation is granted in favor of certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, workers' compensation and umbrella Liability policies, where required by written agreement signed prior to loss (except where not permitted by law). In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule. Number of days advanced Notice of cancellation: 30.  
(RE: Durham county - Human Resources)

CERTIFICATE HOLDER

CANCELLATION

DocuSign Envelope ID: D6A2C59B-9829-4715-A330-5AC0C82C18D6

Durham county Human Resources  
200 E Main Street, 1st Floor  
Durham, NC 27701 USA

EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE  
POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Am Risk Insurance Services West, Inc.*

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ACORD 25 (2016/03)

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**LOC#:**



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Insurance Services west, Inc.		NAMED INSURED EmployBridge LLC
POLICY NUMBER see certificate Number: 570091528603		
CARRIER See Certificate Number: 570091528603	NAICCODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT**

**THIS CONTRACT AMENDMENT** is made and entered into this 1ST day of NOVEMBER2022 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **WESTAFF WORKFORCE SOLUTIONS DBA WESTAFF** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated 07/01/2022 for the provision of a TEMPORARY SUPPORT FOR A JUNIOR DEVELOPER 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 extended thru 06/30/2023.
2. The compensation paid to Contractor shall be increased \$30,740.16 for a total compensation not to exceed \$54,993.76.
3. 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.
4. 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.

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

**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.

\_\_\_\_\_  
**Susan Tezai, Durham County Chief Financial Officer**

**EXHIBIT A**  
**(For Staffing Agencies Only)**  
**AFFORDABLE CARE ACT REQUIREMENTS**

This Exhibit A is an integral part of the contract between the **County of Durham** (hereinafter referred to as “County”), and **WESTAFF WORKFORCE SOLUTIONS dba WESTAFF** (hereinafter referred to as “Contractor”), which contract is dated **07/01/2022** for the provision of temporary staffing services.

- (1) The Contractor agrees that, effective as of January 1, 2015, it shall offer “affordable,” “minimum value” coverage to all “full-time employees” who are assigned by the Contractor to the County. For purposes of this provision:
  - (a) Coverage shall be considered “affordable” if it satisfies one of the “safe harbors” for “affordability” as set forth in Treasury Regulation § 54.4980H-5(e) or any successor regulation thereto;
  - (b) Coverage shall be considered to provide “minimum value” if the percentage of the total allowed costs of benefits provided under the coverage is no less than 60 percent when calculated in accordance with the provisions of 45 CFR § 156.145 or any successor regulation thereto; and
  - (c) A “full-time employee” means an employee of the Contractor who is considered to be a “full-time employee” as that term is defined in Code § 4980H(c)(3) and in the Treasury Regulations issued thereunder and entitled to the coverage and protections provided thereunder.
- (2) County shall pay \$5.00 for each individual per month for each full-time employee of the Contractor who was assigned to the County and who accepts coverage for that month. In the event that a full-time employee of the Contractor was assigned to the County for less than an entire calendar month or was covered for less than an entire calendar month, the employee’s status will be determined as of the first day of the calendar month.
- (3) The parties agree that the above provisions are intended to ensure that the County is able to take advantage of the “safe harbor” provided by the Treasury in the preamble to the final “shared responsibility” regulations as published in the Federal Register on February 12, 2014 (79 Fed. Reg. 8544, 8966 (Feb. 12, 2014)) and that the above provisions should be construed and applied accordingly.
- (4) The Contractor shall indemnify the County and hold the County harmless from any and all claims and penalties to the extent caused by Contractor’s noncompliance with the applicable provisions of the Patient Protection and Affordable Care Act or this Exhibit A of the Agreement, including, but not limited to any penalties that may be assessed against the County under Code § 4980H relating to or caused by any failure on the part of the Contractor to offer “affordable,” “minimum value” coverage to any “full-time employees” assigned to the County, and further including any costs and expenses incurred by the County in responding to an actual or proposed assessment of such penalties on the part of the Internal Revenue Service. This Section shall survive the expiration or termination of this Agreement.
- (5) The foregoing requirements shall not apply to any person who is assigned to the County and is engaged for less than sixty (60) days unless and until such time as such person has in fact been engaged for a period of greater than sixty (60) days. Upon meeting such threshold, the Contractor shall provide to the County the discount for employees that have accepted coverage pursuant to section 2 above.



## SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** (“County”), and **WESTAFF** (“Contractor”), which contract is dated 07/01/2022. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

I. Background/Purpose: Agency will provide a candidate that will perform the tasks of a junior developer working under the guidance of a senior developer to create reports, applications, documentation, and customer support as outlined by the senior employee. Tasks will include programming, trouble shooting, attending meetings, gathering requirements, etc.

II. References: *(Identify/attach additional documents relevant to this contract, i.e., quotes, proposals, etc.)*

The following documents are incorporated herein by reference to them:

Quote

COI

Scope of Work

III. Work/Requirements: Application development and troubleshooting. Meeting with client to understand requirements and document them. Perform programming and other tasks under the guidance of senior level developer.

IV. Schedules/Timelines: The junior developer will develop a schedule with the senior resource on the time to complete assignments.

V. Transmittal/Delivery/Accessibility: Reporting will be submitted weekly outlining projects, accomplishments, and any challenges experienced to the supervisor. Detailed testing and training reporting will be submitted at the conclusion of each testing or segment. Each team member will be provided a laptop, monitor, cell phone and any other device necessary to provide optimal response to the training and testing need. County temp access badges will be provided as necessary in accordance with the outlined tasks as these tasks may have a requirement to be performed at the tradition worksite Signoff on work completed will be by the requesting department and senior developer. 30.0 hours per week.

VI. Payment: County is to pay contractor within 30 days of submitted invoice.





3200 Croasdaile Drive, Suite 403

Durham, NC 27705

(919) 489-8540

Fax: (919) 489-8309

[www.westaff.com](http://www.westaff.com)

October 12, 2022

Durham County Information Services & Technology  
Requested by: Barbara Torian/Mickey Mazarick

Reference: Quote for Temporary Associate-Travis Richardson  
Duration: 11/1/2022-6/30/23

Paying the associate \$22.00 Bill rate \$31.24

**Number of holidays observed in this date range:**  
**Total of 10 holidays (60 hours)**

Bill rate of \$31.24 X 984 hours. (Holidays subtracted out of total hours). (Based on a 30.00-hour work week)= **\$30,740.16.**

If there is anything else that is needed, please feel free to call me.

Thank you for reaching out to Westaff for your staffing needs.

Regards



Kathy Boone  
Office Manager