

**INTERNAL CONTRACT REQUISITION FORM**
**CONTRACTOR/VENDOR NAME:** Robert Half Technology (The Creative Group) **VENDOR #** 1000007304 (15-2265)
**NAME & E-MAIL OF INDIVIDUAL E-SIGNING ON BEHALF OF THE CONTRACTOR:**
**Chris McCrea** **chris.mccrea@roberthalf.com**  
**PRINT NAME** **E-MAIL ADDRESS**
**TYPE OF CONTRACT:** New ☒ Renewal ☐ Amendment ☐ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐
**SCOPE OF WORK:** Desktop Contracted Temporary Support
**CONTRACT AMT:** \$36,000.00 **CONTRACT TERM:** 02/11/19 – 08/31/19 **RFP/IFB/RFQ#:** N/A
**FUNDING SOURCE:** General ☒ State ☐ Federal ☐ **UNIFORM GUIDANCE (UG) procedures applicable?** YES ☐ NO ☒

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4200191000	5200160100			\$36,000.00		
2								

**RISK MANAGER** Contract Requires Risk Management Review/Approval? YES ☒ NO ☒  
 Signature: XXXXX SEE ATTACHED Date: \_\_\_\_\_

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

**COUNTY ATTORNEY** SEE ATTACHED.

 Reviewing Attorney: XXXXX Date: \_\_\_\_\_
**REQUISITIONER**
 Printed Name/Title: Bonnie I. Simons/IST Sr. Mgr. Date: 02/06/19

 E-Mail Address: bsimons@dconc.gov
**DEPARTMENT HEAD OR DESIGNEE (Individual Signing Contract)**  
Greg Marrow Date: 2/7/2019
DocuSign E-Signature

 Printed Name/Title: Greg Marrow/Chief Information Officer

 E-Mail Address: gmarrow@dconc.gov

Department may provide additional comments or instructions below:

Please forward fully executed copy to Bonnie Simons.

**PURCHASING MANAGER**
Jacqueline Boyce Date: 2/8/2019
DocuSign E-Signature
**CLERK TO THE BOARD**
Susan Tejai Date: 2/8/2019
DocuSign E-Signature
**COOPERATIVE MANAGER**
Wendell M Davis Date: 2/8/2019
DocuSign E-Signature
**CLERK TO THE BOARD**

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

DocuSign E-Signature
**Purchasing Comments:** COMP  
 RUSH REQUEST PER DEPARTMENT 02/07/19.

**FUNDS RESERVATION #** 19-849



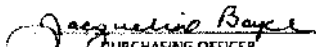
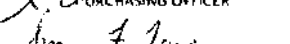
## COUNTY OF DURHAM

Purchasing Division of the Finance Department  
200 East Main Street 4th Floor, Durham NC 27701  
919-560-0051 (Telephone); 919-560-0057 (Fax)

# Funds Reservation 1900000849

<b>General Data</b>			
Company code	DCNC	Document date	02/07/2019
		Posting date	02/07/2019
<b>More Data</b>			
Text	02/11/19 - 08/31/19		
Overall Amount	36,000.00 USD		

<b>Document item 001</b>			
Text	TEMP STAFFING-DESKTOP SUPPORT-IS&T		
Fund	1001010000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200160100
Vendor	1000007304	Vendor Name	ROBERT HALF INTERNATIONALS
Ordering Address	1500002265	Ordering Address	THE CREATIVE GROUP
Grant	NOT_RELEVANT	WBS Element	
Amount	36,000.00 USD		
Open amount	36,000.00 USD		

  
PURCHASING OFFICER  
  
CHIEF FINANCIAL OFFICER



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 8/9/2018

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**  
 Arthur J. Gallagher & Co.  
 Insurance Brokers of CA, Inc. License #0726293  
 505 N. Brand Boulevard, Suite 600  
 Glendale CA 91203

**CONTACT NAME:** Robert Half Certificates  
**PHONE (A/C, No, Ext):** 818-539-1463 **FAX (A/C, No):** 818-539-1801  
**E-MAIL ADDRESS:** roberthalf\_certificates@ajg.com

**INSURED**  
 Robert Half International Inc.  
 including Robert Half Technology  
 2613 Camino Ramon  
 San Ramon CA 94583

ROBEHAL-03

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : XL Insurance America, Inc.	24554
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES**
**CERTIFICATE NUMBER:** 1650794642

**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em. Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	Y	35796687	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Employer Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	73233217	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll. Ded. \$ 1,000/\$1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0	N	Y	79217107	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	See attached Supplemental	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rights of Subrogation have been waived with respects to General Liability, Auto Liability, worker Compensation and Umbrella Liability as required by written contract executed prior to loss.

**CERTIFICATE HOLDER**
**CANCELLATION**

Durham County Information Technology  
 200 E Main St, Floor 5  
 Durham NC 27701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **Simons, Bonnie**

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**From:** Darby, Willie S.  
**Sent:** Wednesday, February 6, 2019 2:46 PM  
**To:** Simons, Bonnie  
**Subject:** RE: RHI - TEMPORARY DESKTOP SUPPORT CONTRACT

Hi Bonnie:

The Robert Half Temporary Desktop Support Contract is hereby approved as to form as well as the COI.

Thanks,  
Willie

**From:** Simons, Bonnie  
**Sent:** Wednesday, February 06, 2019 11:23 AM  
**To:** Darby, Willie S. <wdarby@dconc.gov>  
**Subject:** RHI - TEMPORARY DESKTOP SUPPORT CONTRACT  
**Importance:** High

Good Morning Mr. Darby,

Please review and advise regarding the attached RHI contract for temporary support, Affordable Care Act document, SOW and COI. I have also attached one of our recent RHI completed contracts just in case you had any questions.

Thank you very much.

***Bonnie I. Simons***

***200 E. Main Street – 5<sup>th</sup> Floor  
Durham, NC 27701  
Office 919-560-7045  
Mobile 984-209-0149***

**NORTH CAROLINA  
DURHAM COUNTY**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the 7th day of February, 2019, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **ROBERT HALF INTERNATIONAL INC., DOING BUSINESS THROUGH ITS DIVISION ROBERT HALF TECHNOLOGY** a corporation 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 herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide temporary staffing services under this contract by assigning CONTRACTOR's personnel ("assigned individuals") to perform work pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. 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 that the terms of this contract are complied with. 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. **TERM OF CONTRACT.** The Term of this contract for services is from February 11, 2019 to August 31, 2019 unless sooner terminated as provided herein.
  3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed Thirty Six Thousand Dollars (\$ 36,000.00) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed for COUNTY, in accordance with this contract, and Attachment 1. CONTRACTOR's assigned individual will submit a time sheet or an electronic time record for COUNTY's verification and approval at the end of each week. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. 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 Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY, but in no event later than thirty days after receipt of invoice.
  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.
5. **INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees ("Indemnified Parties") from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) to the extent arising out of or resulting from CONTRACTOR's negligent

performance of this Contract, the negligent or intentionally reckless actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract, or CONTRACTOR's material breach of this Contract. This indemnification shall survive the termination of this Contract. 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 an Indemnified Party.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 6. 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 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, or non-renewal, of 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 the insurance listed in Section 6.3, CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the 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.

**6.1 Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 0, or its equivalent, on an "occurrence" basis, including products and completed operations, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

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

**6.3 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.

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 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.

## **7. TERMINATION.**

**7.1. 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,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform 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:

1. 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
2. Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

**7.2 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. Termination of this Contract, under either section 7.1 or 7.2, shall not form the basis of any claim for loss of anticipated profits by either party.

**7.3** 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.

**8. 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.

**9. SUPERVISION/ASSIGNMENT LIMITATIONS.** COUNTY shall provide CONTRACTOR's assigned individuals providing Services to COUNTY with day-to-day oversight and direction. COUNTY will not permit or require CONTRACTOR's assigned individual: (i) to perform Services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables; (vi) to perform Services remotely (e.g., on premises other than COUNTY's or COUNTY's customer's premises), or to use computers, or other electronic devices, software or network equipment owned or licensed by the assigned individual; or (vii) to operate machinery (other than office machines) or automotive equipment.

**10. 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) services in general, (ii) payment of 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 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.

# 11. RESERVED.

- 12. NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. 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.
- 13. LIMITATION OF LIABILITY** Notwithstanding anything in this Contract to the contrary, CONTRACTOR's maximum liability for any specific engagement, in any case, will not exceed the fees paid to CONTRACTOR for that engagement.
- 14. 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.
- 15. 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 to indemnify the County against any associated 4980H penalties ("ACA Indemnity Obligation"). Please complete Exhibit A and return with this contract. 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.
- 16. SECURITY BACKGROUND CHECKS.** The CONTRACTOR is responsible for requesting and paying for 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. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide.<sup>1</sup> The Sheriff's Office will conduct background investigations for those Contractor employees who

<sup>1</sup> To the extent permitted by applicable law, CONTRACTOR will have a third party vendor (i) complete a seven (7) year criminal background investigation for all state felony convictions and pending charges and state misdemeanor convictions and pending charges for crimes of dishonesty or violence in every county where the assigned individual has resided or worked within the U.S. in the last seven (7) years as stated on his or her application, (ii) perform a Social Security Verification and Trace, and (iii) perform a seven (7) year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty. COUNTY understands and agrees that the third party vendor's database of U.S. national criminal records (a) is

will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a County contract unless explicitly mandated by law.

The CONTRACTOR will send the results of the background checks to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager 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 Security Manager will consult the Legal Office on any negative determinations. The Security Manager will notify the CONTRACTORs COUNTY point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager for final disposition. Appeals need to be submitted in writing to the contract 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 will be updated annually by the CONTRACTOR, 90 days prior to the renewal or extension of the contract, and submitted to its 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 restricted.

Additional background screening may be necessary at specific county buildings. CONTRACTOR will conduct such additional background checks or screenings only if they are described in a signed, written amendment to this Agreement. 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. A 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 restricted.

COUNTY agrees to keep the results of the background checks conducted by CONTRACTOR (the "Report") strictly confidential and to use the Report for employment purposes only.

**17. 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, billing 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. This audit provision shall not apply to confidential information, including but not limited to, CONTRACTOR's assigned individual personnel files or the remuneration paid by CONTRACTOR to its assigned individuals and subcontractors.

**18. 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

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maintained by the third party vendor and not a governmental entity, (b) is an incomplete aggregation of criminal records, and (c) will not reveal or identify all criminal convictions.

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 his 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.

19. **EXISTENCE.** CONTRACTOR warrants that it is a Delaware corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina 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.
20. **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.
21. **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.
22. **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  
ATTN: PURCHASING DEPARTMENT  
4TH FLOOR, 200 EAST MAIN STREET  
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR  
ATTN: REGIONAL MANAGER  
ROBERT HALF TECHNOLOGY  
4140 PARK LANE AVENUE  
RALEIGH, NC 27612**

A copy of each notice to CONTRACTOR shall be sent to Robert Half International Inc., 2613 Camino Ramon, San Ramon, California, 94583, attention Client Contracts Department.

23. **HEADINGS.** 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.

- 24. 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.
- 25. 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.**
- 26. ENTIRE CONTRACT.** This contract, including Attachment 1, 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 International Inc. branch office, other than its Robert Half Technology division branch office located at 4140 Park Lane Avenue, Glen Lake One, Suite 500, Raleigh, North Carolina, 27612 (the “Branch”), to perform services under the terms and conditions contained herein. Notwithstanding the foregoing, Robert Half International 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.
- 27. CONFIDENTIALITY.** 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.
- 28. MISCELLANEOUS.** Legally required overtime (federal law requires in excess of 40 hours a week, state law varies) will be billed at one and one-half (1½) times the normal hourly bill rate. Hourly bill rates shall be negotiated on a case by case basis. CONTRACTOR will confirm an assigned individual’s rates in a letter sent to COUNTY.

In the event COUNTY wishes to convert any of CONTRACTOR's assigned individuals, COUNTY agrees to pay CONTRACTOR a conversion fee. The conversion fee will equal thirty-five percent (35%) of the assigned individual's aggregate annual compensation, including bonuses. COUNTY agrees to pay a conversion fee if CONTRACTOR's assigned individual is hired by an affiliate or other related business entity as a result of COUNTY's subsequent referral of the assigned individual. The conversion fee is payable if COUNTY hires the assigned individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of the assignment. 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.

**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:

*Wendell M. Davis*

**Wendell M. Davis, Durham County Manager**

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

DocuSigned by:

*Susan Tejai*

**Susan Tejai, Durham County Chief Financial Officer**

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

DocuSigned by:

*Chris McGree*

**Chris McGree, District President**

ATTACHMENT 1" to follow

## ATTACHMENT 1 SCOPE OF SERVICES

This Scope of Services is an integral part of this contract between the **County of Durham** (hereinafter referred to as "County"), and **Robert Half Technology** (hereinafter referred to as "Contractor"), which contract is dated February 7, 2019.

CONTRACTOR hereby agrees to provide services and/or materials to the County pursuant to the provisions set forth below.

- I. Background/Purpose: *(Why - Provide a brief description of the project or services being procured.)*  
This request is for a staffing contract with RHT (Michael Prince) to assist IS&T Staff with on-going projects while one Technology Support Analyst is out on medical leave.
- II. References: *(Identify & attach any additional documents relevant to the performance of services, i.e., quotes, proposals, etc.)*

The following documents are incorporated herein by reference to them:

Durham County IT - RHT – Technology Support Analyst Michael Prince SOW  
RHT COI

**For engineering, architectural and surveying contracts, and contracts not bid through Purchasing, please reference MWBE subcontractor utilization below, if any:**

Contractor is expected to expend a minimum of \_\_% of the \$\_\_\_\_\_ total dollar amount of this contract with minority business enterprise(s), and subcontracted to the following firms listed below.

Name & Telephone Number	Minority Category*	Work Description	Dollar Value

\*Minority categories: Black/African American (B), Female (F), Hispanic (H), Asian American (A), American Indian (I)

### Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

## ATTACHMENT 1 SCOPE OF SERVICES

### Page 2

- III. Work/Requirements: *(What and Where - Be as detailed as possible in describing the work to be performed.)*
- Troubleshoots hardware and software problems at all levels from desktop through wide-area-network;
  - Perform Service desk duties including remote technical support, account creation, phone queue monitoring
  - Assist in hardware replacement projects
  - Perform deskside support for County users
  - Performs related tasks as required.

- IV. Schedules/Timelines: *(When - Set forth the timetable for which the work is to be completed and any phases or deadlines for periodic work.)*

This contract will be for five (5) months during the duration of the medical leave absence of one other Technology Support Analyst

- V. Transmittal/Delivery/Accessibility: *(How - Describe in detail the delivery methods for reports or deliverables, and include contact information of department procuring the services, such as name, telephone number and e-mail address. If there is County property to be provided or access to the property, describe here how that will be handled, i.e. keys, holidays, security measures...)*

This contractor will report to the Interim IST Director for IS&T Operations and provide direct updates to that position as needed.

- VI. Payment: *(Include the Rate of payment, Time for payments and Methods of Payment.)*

Estimated Timetable: This contract is for 20 weeks (750 hours) at a bill rate of \$47.00 per hour. There is an option to hire after the 20-week period without penalty. This contract is not to exceed \$36,000.

Invoice payment terms are net 30.

**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 Robert Half International Inc., doing business through Robert Half Technology (hereinafter referred to as "Contractor"), which contract is dated February 7, 2019, 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 \$0.00 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 that may be asserted against the County as a consequence of or arising out of the performance of services by the Contractor under this 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 eligible "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. ("Client Indemnity"). Provided, however, that in no event shall Client Indemnity extend to any taxes, penalties, or other liabilities under IRS Code § 4980H where such tax, penalty or other liability results from the imposition of penalties under (i) Code § 4980H(a), as a result of the failure by Client 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) Code § 4980H(b) as a result of Client 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. 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.