

# (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR057957

Contract Number: C031095

Vendor Number: V000799

## MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 18<sup>th</sup> day of November 2022, by and between Robert Half International Inc., a Delaware corporation doing business through, and this Agreement and the obligations hereunder are limited to, its administrative & customer support, finance & accounting, management resources, technology, legal (non-attorney candidates only), and marketing & creative practice groups (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

### 1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide MPS temporary finance and human resources staffing personnel, including but not limited to, Comptroller and Budget Analysts. MPS shall provide job descriptions and qualifications as needed.

Contractor shall provide all personnel required to perform the services under this Contract, as requested by MPS to Contractor, in accordance with the terms of this Contract. Contractor shall submit to MPS the personnel’s resume (to: [Carla Woyak - woyakc@milwaukee.k12.wi.us](mailto:Carla.Woyak@milwaukee.k12.wi.us), and criminal background check pursuant to Section 7 below for review and approval prior to placement. Once MPS selects a candidate, services shall commence in accordance with section (a) of the Addendum.

MPS will notify Contractor of any personnel issues including but not limited to personnel not meeting job expectation, failure to report, scheduling needs, or any other disciplinary issues. Contractor will submit weekly timesheets to MPS, via email, on Fridays for review and approval. MPS will review and approve said timesheets by end-of-business day the following Tuesday. MPS approval persons, and backup persons, will be provided to Contractor.

### 2. TERM

This Contract shall be in effect November 28, 2022 through November 27, 2025.

**No work** shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

### 3. COMPENSATION

Total compensation under this Contract shall not exceed \$500,000.00 (“Not-to-Exceed Amount”). The Parties agree to either modify this Contract prior to exceeding the not-to-exceed amount, pursuant to Section 20 below; otherwise, the Parties understand services shall cease once the not-to-exceed amount has been reached, as no services shall be provided beyond this amount. Billable rates as per the current rate card in cooperative agreement #21/063SG.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered. Services are deemed fully and adequately delivered based upon approved hours in timekeeping system and verified by MPS. If the services are not performed to MPS’s reasonable satisfaction based on demonstrable concerns and issues, as the sole and exclusive remedy, Contractor shall cause its personnel to perform up to a maximum of forty (40) hours of services to re-perform the services without charge, provided that Contractor is notified within ninety (90) days of the date that the services were provided.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

MPS  
Attn: Carla Woyak  
5225 W. Vliet St.  
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked and their respective job title. Each of Contractor's staffing personnel will be invoiced separately. MPS will reasonably pay all undisputed portions of properly submitted invoices within 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR057957

Contract Number: C031095

Vendor Number: V000799

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work, except where Contractor is not at fault for the submission being made more than 60 days after the work was performed. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

#### 4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, discontinue any future services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract (excluding MPS's obligation to pay for services rendered).

#### 5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

#### 6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall defend, indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed by third-parties against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. Where a settlement or judgment requires MPS to admit fault or pay money, Contractor shall not enter into any agreement of settlement or judgment without providing MPS reasonable notice. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable for, or have any duty of indemnification with respect to any acts or omissions caused solely by MPS.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

#### 7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all of Contractor's current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract. Pursuant to the terms of this Contract and its Scope of Service (Section 1), MPS will not permit or require Contractor's employees to have direct, unsupervised contact with MPS students.

Due to the nature of services provided by the Contractor's placed personnel, Contractor agrees to run and submit criminal background checks, pursuant to Section (d) of the Addendum, on all placed personnel to MPS for review and approval prior to placement of said personnel.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at [564@milwaukee.k12.wi.us](mailto:564@milwaukee.k12.wi.us)), all completed background checks, as detailed in, and subject to, Section (d) of the Addendum. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion and in accordance with applicable law.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background

# (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR057957

Contract Number: C031095

Vendor Number: V000799

checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

## 8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, caused by Contractor or Contractor's employees shall rest with the Contractor, except where such claims are caused by MPS's breach of its obligations under this Agreement. Contractor and its subcontractors shall effect and maintain any insurance coverage deemed necessary pursuant to the services being provided, which may include, but is not limited to Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support Contractor's obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence
Professional Liability (E&O)	\$1,000,000 per claim and aggregate

Any additional insurance coverage required by MPS shall be communicated to Contractor, and as agreed upon by the parties in a signed writing. The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third-party vendor, EXIGIS Risk Management Services. MPS represents that its third-party vendor EXIGIS Risk Management Services has appropriate data security protocols and systems in place to avoid disclosure of such electronically submitted insurance-related information and documents to third parties. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

## 9. SHIPPING /TAXES

The parties agree that no provision of goods of any kind are anticipated under this Contract. If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

## 10. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to seek both preliminary and permanent injunctive relief and money damages insofar as they can be determined and are awarded under the circumstances.

## 11. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon

## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR057957

Contract Number: C031095

Vendor Number: V000799

said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

### 12. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation within five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

### 13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

### 14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor will manage all employment aspects of the Contractors employees assigned to MPS, to include hiring, employment-based counseling, terminations, salary review, performance evaluations, work schedules, orientation and placement. Contractor shall be solely responsible for the payment of wages to Contractor's employees for work performed on assignments hereunder, and will be solely responsible for withholding federal, state, and local income taxes, paying social security taxes, unemployment insurance in an amount and under such terms as required by state law. Contractors shall notify, in writing, any employees placed at MPS pursuant to the terms of this Contract, is not under any circumstance, classified as employees of MPS. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

### 15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

### 16. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract or any other persons who, to the knowledge of Contractor has a conflict of interest. Contractor will not be in violation of the foregoing provision by performing general solicitations for employment not directed to MPS's personnel, or if the individual makes the initial contact on individual's own initiative.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."

## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR057957

Contract Number: C031095

Vendor Number: V000799

- C. The Parties agree the services performed under this Contract are not services that an MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee. To clarify, Contractor shall conduct a review of its employees' resumes and inquire as to whether each potential candidate has formerly been employed by MPS to determine past services.
- E. [Intentionally Omitted.]

### 17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

### 18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

### 19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

### 20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

### 21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

### 22. TIMING

Time is of the essence in this Contract.

### 23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its officers are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its officers are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). Contractor agrees to flow down this requirement to all approved subcontractors.

### 24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

### 25. STUDENT DATA

## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR057957

Contract Number: C031095

Vendor Number: V000799

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

### 26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, “derivatives” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS’ written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

### 27. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS’s Executive Director of Communications & Outreach.

### 28. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor’s Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict. The parties intend that this Contract, together with its Addendum and Exhibit A incorporated herein by this reference (collectively, this “Contract”), satisfy the requirement of a supplemental contract as required by Contractor’s August 18, 2021 contract with Harris County Department of Education (“HCDE/CP”) Contract No. 21/063SG (“Master Agreement”) which terms and conditions are incorporated herein. Any terms not defined herein shall have the meaning given in the Master Agreement.

### 29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

### 30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

[signature page to follow]

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

Contract Requisition Number: CR057957

Contract Number: C031095

Vendor Number: V000799

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V000799)

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

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

By: \_\_\_\_\_  
*Janine Adamczyk, Director  
Procurement & Risk Management*

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

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

Robert Half International Inc.  
2613 Camino Ramon  
San Ramon, CA 94583

By: \_\_\_\_\_  
*Keith P. Posley, Ed.D.  
Superintendent of Schools*

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

SSN / FEIN: XXXXXXXXXX  
Budget Code: SD1-0-S-9X3-FX-ECTS

By: \_\_\_\_\_  
*Robert E. Peterson, President  
Milwaukee Board of School Directors*

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

*Reviewed by Insurance Compliance:*

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

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

## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR057957

Contract Number: C031095

Vendor Number: V000799

### ADDENDUM

- (a) **Services.** In order to initiate Staffing Services, MPS will provide notice describing the staffing services MPS needs in reasonable detail. Contractor will promptly reply to such request and indicate whether Contractor will or will not provide the requested staffing services. If Contractor elects to provide the staffing services, Contractor will send you a "Job Arrangement letter" containing the agreed upon bill rate and candidate start date. A sample Job Arrangement Letter is attached hereto as Exhibit A. MPS will then issue a Purchase Order (each a "PO") for each placement. In the event of conflict between the terms of this Contract and the PO, this Contract shall prevail. Contractor expressly rejects any and all additional terms in the PO. Services become subject to this Addendum when Contractor accepts MPS's order by providing the Staffing Services. Personnel will present a time sheet or an electronic time record to MPS for verification and approval at the end of each week. MPS accepts the terms in the Job Arrangement Letter by its approval of the Personnel's weekly timesheet or electronic time record. Contractor will bill MPS weekly for the total hours worked. Contractor's invoices are due within 30 days of receipt, including applicable sales and service taxes all of which are payable by MPS. 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.
- (b) **Job Limitations.** MPS shall supervise personnel providing services to MPS. MPS shall not permit or require personnel (i) to perform services outside of the scope of personnel'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 personnel; (vii) to operate machinery (other than office machines) or automotive equipment. Since Contractor is not a professional accounting firm, MPS agrees that MPS will not permit or require personnel (a) to render an opinion on behalf of Contractor or on MPS's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns. To ensure the safety of potentially vulnerable individuals on MPS's premises, MPS agrees not to permit Contractor personnel to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under MPS's care, custody or supervision because of mental health impairments. If any assignment under this CP is for work to be performed under a government contract or subcontract, MPS will notify Contractor immediately (1) of any obligations in the government contract or sub-contract relating to wages, and (2) if Contractor is legally required to initiate E-Verify verification procedures for any Contractor personnel. Contractor reserves the right to re-assign any personnel. It is understood that MPS has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to MPS's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, personnel working on MPS's premises.
- (c) **Remote Work.** MPS may request that Contractor permit its personnel to provide services to MPS remotely (i.e., from a location other than MPS's offices) using MPS's laptop and/or other computer or telecommunications equipment (the "Equipment"). MPS acknowledges and agrees that Contractor shall have no control over or use of, and MPS 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 personnel, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. At no time shall Contractor request or receive any of MPS's data, software connection, hardware, equipment, or access to any email or confidential information from its personnel. Contractor shall notify MPS if its member breach this clause. MPS 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.
- (d) **Background Checks.** In lieu of the background checks specified in the Master Agreement, and to the extent permitted by applicable law, Contractor will have a third party Contractor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) statewide felony convictions and pending charges, and (ii) statewide misdemeanor convictions and pending charges, in each county where Contractor's personnel has resided or worked in the U.S. in the last seven years as stated on Contractor's personnel's application; (c) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges, in each county where Contractor's personnel has resided or worked in the U.S. in the last seven years as stated on Contractor's personnel's application; (d) perform a seven-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. MPS understands and agrees that the third-party Contractor's database of U.S. national criminal records (i) is maintained by the third-party Contractor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions; and (e) verify that Contractor's personnel's name does not appear on the National Sex Offender Public Registry maintained by the Department of Justice. In accordance with applicable law and Section 7 of the Contract, Contractor shall provide a copy of the results of any checks conducted on Contractor's



## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR057957

Contract Number: C031095

Vendor Number: V000799

personnel, MPS agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

- (e) **Hiring Contractor Personnel.** After MPS evaluates the performance and potential of Contractor personnel on the job, MPS may wish to employ this person directly. In such event, MPS agrees to pay a conversion fee. The conversion fee is payable if MPS hires Contractor personnel, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of Contractor personnel's assignment. MPS also agrees to pay a conversion fee if Contractor personnel is hired by (i) a subsidiary or other related company or business as a result of MPS's referral of the Contractor personnel to that company or (ii) one of MPS's customers as a result of Contractor personnel providing services to that customer. The conversion fee will be owed and invoiced upon MPS's hiring of Contractor personnel, and payment is due within 30 days from receipt of the invoice. The same calculation will be used if MPS converts Contractor personnel on a part-time basis using the full-time equivalent salary. Unless otherwise agreed to by the parties, the conversion fee will be calculated in accordance with the Master Agreement and will equal the applicable percentage of Contractor personnel's aggregate annual compensation, including bonuses. This provision shall survive the termination or expiration of this Addendum.
- (f) **Limitation on Liability.** Circumstances may arise where, because of a default on Contractor's part or other liability, MPS is entitled to recover damages from Contractor. Regardless of the basis on which MPS is entitled to claim damages from Contractor (including fundamental breach, negligence, misrepresentation or other contract or tort claim), Contractor's liability, if any, will, in the aggregate for all claims, causes of action or damages, be limited to one million dollars (\$1,000,000). Under no circumstances is Contractor liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility; excluding attorney fees and if said limitation of liability is deemed unconscionable. Additionally, Contractor shall not be liable for, or have any duty of indemnification with respect to any acts or omissions caused by MPS.
- (g) **Permanent Placement Services.** Notwithstanding anything to the contrary in this Contract, for permanent placement services, a SOW will not be used. Instead, Contractor will provide written confirmation of the details of the placement of a direct hire candidate (each a "Candidate"). If within twelve (12) months following the date a direct-hire candidate was presented to MPS, MPS (or an affiliate or any other entity as a result of referrals by you) hire Candidate (either as an employee, consultant or independent contractor), MPS agrees to pay to Contractor a fee of 25% of the Candidate's annual starting salary, unless otherwise agreed to by parties in a writing. Contractor reserves the right to include as annual salary any expected bonus, commission or guaranteed increase in salary that is part of the initial employment offer. Part time employment fees will be calculated on the equivalent full-time salary multiplied by the percentage of time the employee works. All fees for permanent placement services are due and owing at the time Candidate accepts employment with MPS. MPS agrees to pay Contractor no later than thirty (30) calendar days from the invoice date. No preplacement checks or screenings will be performed by Contractor on Candidates, unless otherwise instructed in writing by MPS.

(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS  
Exhibit A



**Personal & Confidential**

CONTACT NAME  
COMPANY NAME  
ADDRESS LINE 1  
ADDRESS LINE 2 OR CITY, ST ZIP  
CITY, ST ZIP <OR> SPACE

Job Order Number: Job Order #

Dear Contact First Name,

Thank you for selecting Robert Half. Candidate Name is scheduled to start with Company Name as a Functional Role on .

As agreed, we will invoice your firm at the rate of per hour. Overtime will be billed at 1.50 times such rate. Overtime applies when hours of work by the professional exceed 40 hours per week (and in California exceed more than 8 hours in a day as other state laws may require). If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate. Applicable sales and service taxes shall be added to all invoices. Our professional will submit either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval thereby will indicate your acceptance of the terms herein.

Our accounting and operational procedures require you receive this document. This standard document will be sent with each Job Order you place with Robert Half. We acknowledge that Robert Half and Company Name have a signed agreement. The terms of the signed agreement, along with the terms of this letter, shall govern the services provided by such employee or consultant at Company Name.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Robert Half  
Branch Address Line 1  
Branch Address Line 2  
Branch Address Line 3  
(888) 400-7474