AMENDMENT NO. 5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STRATEGIC STAFFING SOLUTIONS

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and STRATEGIC STAFFING SOLUTIONS, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement, dated December 9, 2008, for the purpose of providing contingency staffing services; and

WHEREAS, the parties wish to amend the Agreement to add up to SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000), for a new total maximum obligation of FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 3, Payments, of the Agreement is amended as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000).

1a. Paragraph 3 on page 3 of Exhibit B to the Agreement, Payments and Rates, as revised on February 15, 2011, is amended as follows:

In no event shall the total payment for the services under this Agreement exceed $5,750,000. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

2. **All other terms and conditions of the Agreement dated December 9, 2008, between the County and Contractor, as previously amended, shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:_____
President, Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

STRATEGIC STAFFING SOLUTIONS

_____
Contractor's Signature

Date:_____

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY) AND STRATEGIC STAFFING SOLUTIONS (CONTRACTOR)

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

1. SCOPE OF WORK

Strategic Staffing Solutions will provide quality staffing services and support for IT contingency staffing to the County of San Mateo's Information Services Department by employing a series of sourcing, recruiting, management, and retention best practices. Services will be delivered utilizing Contractor' highly specialized and unique recruitment, account management and retention model.

Upon receipt of new requisitions from the County during normal business hours, or, if outside of normal business hours, beginning with the next business day:

1) Account managers will contact the County hiring manager/contact within 90 minutes of receiving a request to qualify each requirement and immediately enter the position into Strategic Staffing Solutions' EZAccess database.

2) Upon acceptance of a comprehensive job description, a dedicated team of recruiters and internet sourcers will immediately be alerted and begin sourcing and searching the databases and screen, interview, reference check and qualify candidates. A minimum of 2 managerial references will be checked for each person presented.

3) Upon identifying resources and getting their approval to present their qualifications to the County, their resume will be submitted to the County. Up to 3 resumes per position will be presented within 2 business days.

4) If there is a challenge in finding someone within the first business day, the County hiring manager/contact will be notified to see if alternative skills are acceptable. If someone cannot be identified within 2 business days, the County hiring manager/contact will be notified and provided with the expected date on which they will receive a referral(s).

5) At the request of the hiring manager, Contractor will perform skills testing utilizing Prove IT or Brain Bench testing services within 2 business days of the request.

6) Contractor will follow up on submittals made to the County within 1 business day. Contractor will coordinate all interview activity between the candidate and manager.

7) Upon confirmation of the intent to interview a candidate, Contractor will initiate a criminal background check and drug testing. Criminal background and drug tests can take up to 5 days to process as long as no adverse information is found. If Contractor has already completed criminal background and drug tests within a 12-month period on candidates it presents to the County and results reported by the screening agencies "meets policy," Contractor will not need to initiate another background check, thereby decreasing the time to hire process.

8) Upon completion of the interview, Contractor will follow up with the manager within 1 business day.

9) Upon selection by the County of a candidate submitted by Contractor, the parties will execute a Schedule A document denoting the candidate's name, position title, assignment date, expected duration of assignment, work description, agreed upon hourly rate for the services (not to exceed the position/experience rate included in Exhibit B), and any other such information as necessary for the County or Contractor to process, track and account for the assignment.

10) Upon the contractor starting the assignment, Contractor will check in with the manager and the contractor within 2 hours of his/her starting time.

11) When issues arise, the account manager will notify Contractor' Service Delivery Manager within one hour of receipt and a discussion will take place between the Service Delivery Manager and the service team member involved. Should resolution not be attained within 2 business days, the issue will be escalated to the VP of Staffing Operations.

12) Contractor will track its performance monthly and provide monthly progress/performance metrics reports to the County by the 15th of each month for the previous month's activity.

13) Contractor will monitor the contractor's performance through monthly meetings, emails and calls with both the contractor and manager.

14) Contractor will ensure status reports are provided by its consultants monthly and project documentation is completed as required by the County.

15) Contractor will request performance reviews from the County managers during the 4th week and at the 6 month mark.

16) Contractor will pay its contractors on a weekly basis to ensure contractor satisfaction and retention.

17) Contractor will invoice the County on a biweekly basis.

Strategic Staffing Solutions will comply with all local, state, and federal requirements. Strategic Staffing Solutions practices strict adherence to federal (FLSA/DOL) and state overtime pay rules. Strategic Staffing Solutions will offer a 3 day guarantee on each person placed.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

EXHIBIT B – PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY) AND STRATEGIC STAFFING SOLUTIONS (CONTRACTOR)

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

1. SCHEDULE OF CHARGES.

Listed below are professional/technical contract staff services that may be requested by the County of San Mateo. The rate listed is the maximum rate for the job classification and experience noted. Rates are applicable to all worked hours from 7:00 A.M. to 7:00 P.M., 7 days per week, unless otherwise noted and agreed to in a specific engagement's Schedule A.

Performance Level and Experience =>	SENIOR CONSULTANT 3 to 5 yrs. Experience	PRINCIPAL CONSULTANT More than 5 yrs. Experience
Job Description/Classification		
Analyst – Business	60.50	71.25
Analyst – Financial	53.75	60.50
Analyst – Technical	60.50	70.03
Analyst – Re-engineering	67.25	76.75
Analyst – Risk Assessment	67.25	71.50
Architecture Planning & Assessment – Business	80.75	86.05
Architecture Planning & Assessment – Information/Data	80.75	86.05
Architecture Planning & Assessment – Security	84.00	89.95
Architecture Planning & Assessment – Technical	80.65	85.95
Data Administration	74.05	83.03
Data Warehouse	74.05	85.20
Data Warehouse Reporting - Business Intelligence/Cross-function analytics	74.05	85.20
Database – MS Access	67.25	71.20
Database – DB2	72.15	77.75
Database – Oracle	80.50	86.00
Database – MS SQL	74.05	77.75
Database – Design/Architect	86.10	93.05

Deployment Specialist- CA Service Desk Plus	93.50	99.50
Desktop – Application (Design & Development)	60.50	71.20
Desktop – Operation System	33.50	40.25
Desktop – Security	59.75	68.20
Desktop – Support	33.25	40.25
Documentation Specialist	53.15	60.25
E-Business Specialist - Business Integration/Middleware	71.25	77.65
E-Commerce Specialist - Application Integration/Online transaction development	71.25	77.65
Facilitation	55.05	65.05
Healthcare Application	110.00	120.00
Healthcare Application- Seimens	110.00	120.00
Mainframe/Mid-Range - Operating System	60.30	70.20
Mainframe/Mid-Range – Operations	60.30	70.20
Mainframe/Mid-Range – Security	67.25	77.50
Mainframe/Mid-Range – Support	59.75	63.05
Modeling – Business	74.05	77.75
Modeling – Data	74.05	77.75
Modeling – Event	67.08	71.02
Modeling – Location	67.00	71.02
Modeling – Process	74.05	77.75
Network (Data, Video, Voice) Applications (Design & Development)	73.05	79.06
Network (Data, Video, Voice) – LAN/WAN Internet Support	47.05	53.00
Network (Data, Video, Voice) – Network / Telecommunications	47.05	53.05
Network (Data, Video, Voice) – Operation System	47.10	53.05
Network (Data, Video, Voice) – Operations	47.10	53.05
Network (Data, Video, Voice) – Security	72.15	80.10
Network (Data, Video, Voice) – Support	47.05	53.05
Network (Data, Video, Voice) – Voice over IP/IP Telephony	74.05	85.45
Programmer/Developer - Java/JSP/Servlets/XSLT	72.15	85.80
Programmer/Developer - .NET/ASP/Visual Basic	72.15	85.90
Programmer/Developer - JCL/UNIX/C++	67.25	82.25
Project Management	68.25	78.35
Quality Assurance	56.10	63.05

Server – Application (Design & Development)	67.25	71.25
Server – Operating System	60.50	63.90
Server – Security	62.10	70.45
Server – Support	51.00	55.10
Technical Writer	55.00	60.85
Testing - System Tester/HP LoadRunner	53.50	58.50
Training – Courseware Development	52.10	58.25
Training – Course Design	52.10	58.25
Training – E-Learning Course Development	55.35	59.95
Training – Instructor – Led	58.25	63.05
Web Content Management – Metadata/Data Classification	59.45	69.45
E-Business Specialist – Business Integration, Middleware	69.86	78.05
E-Commerce Specialist	64.40	77.95
Web Site Security Consultant	73.25	86.20
Web Applications Specialist – Java/JSP/Servlets	74.02	87.10
Web Applications Specialist - .NET/ASP	74.02	87.10
Web Design & Development – HTML/XML/DHTML CSS Javascript	59.40	62.95
Web Designer & Developer - Graphics artist/GUI Design/XML/CSS/ DHTML/HTML/Javascript/STRUTS	59.40	67.25
Web Security & Accessibility - Security/ADA/Section 508 Compliance	72.35	85.20

Contractor will invoice on a bi-weekly basis to conform to the County's payroll cycle. The County will submit payment within thirty (30) days of receipt of invoice.

In no event shall the total payment for services under this Agreement exceed $5,750,000.00. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

The County agrees that the Information Services Department will not hire as County staff any Strategic Staffing Solutions placed candidate within the first six months of an engagement.