SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM3.19
(ID # 8491)

MEETING DATE:

Tuesday, January 8, 2019

FROM: HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Ratify and Approve the Amendments to the Professional Services Agreements for Temporary Staffing Services and Locum Tenens Services between County of Riverside and the Contractors Listed in Attachment A, All Districts. [Total Cost - \$1,000,000] [Source of Funds - 100% Department

Budgets] [4/5 Vote Required]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify and approve the amendments to the Professional Service Agreements for Temporary Staffing and Locum Tenens Services between the County of Riverside and the contractors Listed in Attachment A and attached hereto as Exhibits 1 through 7 terminating on June 30, 2019 (Amendments);
- 2. Approve the increase of the annual aggregate amount for fiscal year 2018/19 from \$500,000 to \$1,500,000 and approve the increase of the total contract amount from \$2,500,000 to \$3,500,000;
- 3. Approve and direct the Auditor-Controller to make the budget adjustments as shown on Schedule A;

Continued on page 2

ACTION: Policy, 4/5 Vote Required

Brenda Diederich

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

January 8, 2019

XC:

HR, Auditor, Purchasing

3.19

Kecia Harper

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECOMMENDED MOTION: That the Board of Supervisors:

- 4. Authorize the Chairman of the Board of Supervisors to execute the Amendments on behalf of the County; and
- 5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) execute amendments that do not change the substantive terms of each of the Agreements, and (b) authorize and execute amendments to each of the Agreements which may change amount disbursements, provided such changes do not exceed the Board-approved annual aggregate amount of \$1,500,000.

FINANCIAL DATA	Gurrent Fiscal Year:	Next Fiscal Year:		Total Cost:	Ongoing Cost	
COST	\$1,000,000	\$	0	\$1,000,000	\$ 0	
NET COUNTY COST	\$ 0	\$	0	\$ 0	\$ 0	
SOURCE OF FUNDS	Budget Adj	Budget Adjustment: Yes				
				For Fiscal	For Fiscal Year: 2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Temporary Assignment Program (TAP) provides temporary staffing to County of Riverside (County) agencies and departments. In certain circumstances, TAP requires additional resources obtained from outside staffing agencies to meet the needs of County departments in a timely manner.

On July 1, 2014, in Minute Order 3.25, the Board of Supervisors approved the Professional Service Agreements for Temporary Staffing and Locum Tenens Services between the County of Riverside and the contractors listed in Attachment A (Agreements), attached hereto, for an annual aggregate amount of \$500,000 for five fiscal years, not to exceed \$2,500,000 the total contract amount. Since the approved Agreements took effect, approximately \$560,000 of the total contract amount has been expended for temporary staffing services across fiscal years 2014/15, 2015/16, 2016/17, and 2017/18.

While the expenditures in the previous four fiscal years have been significantly lower than the approved annual aggregate amount of \$500,000, additional funding is needed for TAP in fiscal year 2018/19. Several County-wide initiatives currently under way have increased the need for temporary staffing services. This request is to increase the \$500,000 annual aggregate amount to \$1,500,000 for fiscal year 2018/19 which will in turn adjust the total contract amount from \$2,500,000 to \$3,500,000 for the contract period. The Amendments to the Agreements, attached hereto as Exhibits 1 through 7, are necessary to reflect the proposed change to the

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

compensation terms and the term of each of the Amendments ends on June 30, 2019. County Counsel has aproved the Amendments as to form.

Impact on Residents and Businesses

There is no impact on residents and businesses.

Additional Fiscal Information

Source of funds are derived from the County departments utilizing TAP services. Total cost of the Agreements for fiscal year 2018/19 will not exceed the annual aggregate amount of \$1,500,000 with the approval of this proposed additional request of \$1,000,000.

Contract History and Price Reasonableness

County Purchasing issued a formal Request for Proposal (RFP) HRARC-055 on behalf of the Human Resources Department in September of 2013. The original Agreements were awarded based on the results from this RFP process and were approved by the Board of Supervisors on July 1, 2014, in Minute Order 3.25. The rates have remained consistent throughout the duration of the awarded contract period. Human Resources is currently working with County Purchasing on an RFP for services starting July of 2019.

ATTACHMENTS:

Attachment A List of Contractors

Exhibit 1 Appleone Employment Services 7th Amendment

Exhibit 2 Arrow Staffing Services 3rd Amendment

Exhibit 3 Ingenesis, Inc. 9th Amendment

Exhibit 4 Premier Staffing Source, Inc. 10th Amendment

Exhibit 5 T&T Staffing, Inc. 8th Amendment

Exhibit 6 Temp Staffing Partners 6th Amendment

Exhibit 7 Viva USA, Inc. 9th Amendment

SCHEDULE A. BUDGET ADJUSTMENT

FY 2018/19

Increase Estimated Revenues:

47000-1131800000-777520 Reimbursement for Services \$1,000,000

Reimbulsement for Services \$1,000,00

Increase Appropriations:

47000-1131800000-525440 Professional Services \$1,000,000

Page 3 of 4 ID#8491 3.19

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Tergsa Summers, Director of Purchasing 12/19/2018

12/19/2018 Jason Farin, Senior Management Analyst

1/2/2019

Gregory . Priaptos, Director County Counsel

1/2/2019

ATTACHMENT A

List of Contractors to Professional Service Agreement for Temporary Staffing and Locum Tenens Services

Contractor Name:	Amendment Status:		
Howroyd-Wright Employment			
Agency Inc. dba Appleone			
Employment Services	Ratify 7 th Amendment		
Arrow Staffing Services	Ratify 3 rd Amendment		
Ingenesis, Inc.	Ratify 9 th Amendment		
Premier Staffing Source, Inc.	Ratify 10 th Amendment		
T&T Staffing, Inc.	Ratify 8 th Amendment		
TPTS Partners, Inc. dba Temp			
Staffing Partners	Ratify 6 th Amendment		
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Viva USA, Inc.	Ratify 9 th Amendment		

AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND

TPTS PARTNERS, INC. dba TEMP STAFFING PARTNERS

Original Contract Term:

7/1/14 through 6/30/19

Effective Date of Amendment:

December 11, 2018

Original Annual Maximum Contract Amount:

\$500,000 annual aggregate

Amended Annual Maximum Contract Amount:

\$1,500,000 annual aggregate

Contract ID:

HRARC-95200-008-06/19

The Professional Service Agreement for Temporary Staffing Services and Locum Tenens Services entered into on July 1, 2014 – as amended by that certain First Amendment on October 8, 2015; that certain Second Amendment on November 3, 2016; that certain Third Amendment on January 12, 2017; that certain Consent to Assignment on April 4, 2017; that certain Fourth Amendment on April 18, 2017; and that certain Fifth Amendment on November 29, 2017 (collectively "Agreement") – by and between TPTS, INC. dba TEMP STAFFING PARTNERS ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") (collectively referred to as the "Parties"), is now amended as follows:

1. <u>Section 3 – COMPENSATION</u>. The second sentence in the Agreement is hereby deleted in its entirety and replaced with the following:

"CONTRACTOR understands that the COUNTY budget for these services from ALL awarded contractors providing such services shall not exceed the annual aggregate amount of \$1,500,000, including all expenses."

- 2. <u>Effective Date</u>. The "Effective Date" of this Sixth Amendment shall be December 11, 2018.
- 3. <u>Entire Understanding</u>. The Sixth Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Sixth Amendment and Agreement.
- 4. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Sixth Amendment.
- 5. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND

TPTS PARTNERS, INC. dba TEMP STAFFING PARTNERS

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Fifth Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

TPTS PARTNERS, INC. dba TEMP STAFFING PARTNERS

Chuck Washington, Chairman

Roard of Supervisors KEVIN JEFFRIES Board of Supervisors KE Dated: JAN 0 8 2019

Dated:

By: John Mendala

CEO/Secretary Dated:__

ATTEST:

Kecia Harper-Hem-Clerk of the Board

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

Amrit¹P. Dhillon

AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND T&T STAFFING, INC.

Original Contract Term:

7/1/14 through 6/30/19

Effective Date of Amendment:

December 11, 2018

Original Annual Maximum Contract Amount:

\$500,000 annual aggregate

Amended Annual Maximum Contract Amount:

\$1,500,000 annual aggregate

Contract ID:

HRARC-95200-001-06/19

The Professional Service Agreement for Temporary Staffing Services and Locum Tenens Services entered into on July 1, 2014 – as amended by that certain First Amendment on October 8, 2015; that certain Second Amendment on October 18, 2016; that certain Third Amendment on December 20, 2016; that certain Fourth Amendment on April 18, 2017; that certain Fifth Amendment on June 21, 2017; that certain Sixth Amendment on September 14, 2017; and that certain Seventh Amendment on October 26, 2017 (collectively "Agreement") – by and between T&T STAFFING, INC. ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") (collectively referred to as the "Parties"), is now amended as follows:

1. 1. <u>Section 3 – COMPENSATION</u>. The second sentence in the Agreement is hereby deleted in its entirety and replaced with the following:

"CONTRACTOR understands that the COUNTY budget for these services from ALL awarded contractors providing such services shall not exceed the annual aggregate amount of \$1,500,000, including all expenses."

- 2. Effective Date. The "Effective Date" of this Eight Amendment shall be December 11, 2018.
- 3. Entire Understanding. The Eighth Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Eighth Amendment and Agreement.
- 4. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Eighth Amendment.
- 5. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND T&T STAFFING, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Eighth Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

T&T STAFFING, INC.

Chuck Washington, Chairman

Board of Supervisors **KEVIN JEFFRIES**

Dated: JAN 08 2019

Matt Thalmayer
President / CO

Dated: 1/29-18

ATTEST:

Kecia Harper Hom-Clerk of the Board

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

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Amrit P. Dhillon

AMENDMENT NO. 10 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND

PREMIER STAFFING SOURCE, INC.

9424Original Contract Term:

7/1/14 through 6/30/19

Effective Date of Amendment:

December 11, 2018

Original Annual Maximum Contract Amount:

\$500,000 annual aggregate \$1,500,000 annual aggregate

Amended Annual Maximum Contract Amount:

Contract ID:

HRARC-95200-005-06/19

The Professional Service Agreement for Temporary Staffing Services and Locum Tenens Services entered into on July 1, 2014 - as amended by that certain a First Amendment on October 8, 2015; that certain Second Amendment on July 25, 2016; that certain Third Amendment on October 17, 2016; that certain Fourth Amendment on December 21, 2016; that certain Fifth Amendment on January 11, 2017; that certain Sixth Amendment on April 17, 2017; that certain Seventh Amendment on May 17, 2017; that certain Eighth Amendment on September 13, 2017; and that certain Ninth Amendment on May 10, 2018 (collectively "Agreement") by and between PREMIER **STAFFING** SOURCE. ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") (collectively referred to as the "Parties"), is now amended as follows:

1. <u>Section 3 – COMPENSATION</u>. The second sentence in the Agreement is hereby deleted in its entirety and replaced with the following:

"CONTRACTOR understands that the COUNTY budget for these services from ALL awarded contractors providing such services shall not exceed the annual aggregate amount of \$1,500,000, including all expenses."

- 2. Effective Date. The "Effective Date" of this Tenth Amendment shall be December 11, 2018.
- 3. Entire Understanding. The Tenth Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Tenth Amendment and Agreement.
- 4. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Tenth Amendment.
- 5. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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AMENDMENT NO. 10 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND

PREMIER STAFFING SOURCE, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Tenth Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

PREMIER STAFFING SOURCE, INC.

Chuck Washington, Chairman

Board of Supervisors

KEVIN JEFFRIES

Dated: JAN 0 8 2019

Myrna L. Cooks
President/CEO

President/CEO
Dated: //- 27-/8

ATTEST:

Kecia Harper-Hem-Clerk of the Board

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

By:

Amrit P. Dhillon

Deputy County Counsel

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AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND ARROW STAFFING SERVICE

Original Contract Term: 7/1/14 through 6/30/19
Effective Date of Amendment: December 11, 2018
Original Annual Maximum Contract Amount: \$500,000 annual aggregate
Amended Annual Maximum Contract Amount: \$1,500,000 annual aggregate
Contract ID: \$1,800,000 annual aggregate
HRARC-95200-007-06/19

The Professional Service Agreement for Temporary Staffing Services and Locum Tenens Services entered into on July 1, 2014 – as amended by that certain First Amendment on October 8, 2015; and that certain Second Amendment on December 13, 2016 (collectively "Agreement") – by and between ARROW STAFFING SERVICE ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") (collectively referred to as the "Parties"), is now amended as follows:

1. <u>Section 3 – COMPENSATION</u>. The second sentence in the Agreement is hereby deleted in its entirety and replaced with the following:

"CONTRACTOR understands that the COUNTY budget for these services from ALL awarded contractors providing such services shall not exceed the annual aggregate amount of \$1,500,000, including all expenses."

- 2. Effective Date. The "Effective Date" of this Third Amendment shall be December 11, 2018.
- 3. <u>Entire Understanding</u>. The Third Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Third Amendment and Agreement.
- 4. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Third Amendment.
- 5. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND ARROW STAFFING SERVICE

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Third Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

ARROW STAFFING SERVICE

Chuck Washington, Chairman

Board of Supervisors

KEVIN JEFFRIES

Dated: JAN 0 8 2019

Jeff Thalmayer

Vice President

Dated: 11-27-18

ATTEST:

Kecia Harper Ihem Clerk of the Board

Deputy

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

By:

Amrit P. Dhillon

AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND

HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES

Original Contract Term:

7/1/14 through 6/30/19

Effective Date of Amendment:

December 11, 2018

Original Annual Maximum Contract Amount:

\$500,000 annual aggregate

Amended Annual Maximum Contract Amount:

\$1,500,000 annual aggregate

Contract ID:

HRARC-95200-003-06/19

The Professional Service Agreement for Temporary Staffing Services and Locum Tenens Services entered into on July 1, 2014 – as amended by that certain First Amendment on October 8, 2015; that certain Second Amendment on August 22, 2016; that certain Third Amendment on October 5, 2016; that certain Fourth Amendment on January 19, 2017; that certain Fifth Amendment on July 16, 2018; and that certain Sixth Amendment on September 13, 2018 – by and between HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") (collectively referred to as the "Parties"), is now amended as follows:

1. <u>Section 3 – COMPENSATION</u>. The second sentence in the Agreement is hereby deleted in its entirety and replaced with the following:

"CONTRACTOR understands that the COUNTY budget for these services from ALL awarded contractors providing such services shall not exceed the annual aggregate amount of \$1,500,000, including all expenses."

- 2. <u>Effective Date</u>. The "Effective Date" of this Seventh Amendment shall be December 11, 2018.
- 3. <u>Entire Understanding</u>. The Seventh Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Seventh Amendment and Agreement.
- 4. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Seventh Amendment.
- 5. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND

HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Seventh Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES

By: Chuck Washington, Chairman

Board of Supervisors KEVIN JEFFRIES

Dated: JAN 0 8 2019

Michael A. Hoyal

Chief Financial Officer

Dated: 12/10/18

ATTEST:

Kecia Harper-Ihem-Clerk of the Board

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

By:

Amrit P. Dhillon

AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND INGENESIS, INC.

Original Contract Term:

7/1/14 through 6/30/19

Effective Date of Amendment:

December 11, 2018

Original Annual Maximum Contract Amount:

\$500,000 annual aggregate \$1,500,000 annual aggregate

Amended Annual Maximum Contract Amount:

Contract ID:

HRARC-95200-006-06/19

The Professional Service Services Agreement for Temporary Staffing Services and Locum Tenens Services entered into on July 1, 2014 - as amended by that certain First Amendment on October 20, 2016; that certain Second Amendment on December 20, 2016; that certain Third Amendment on March 29, 2017; that certain Fourth Amendment on April 24, 2017; that certain Fifth Amendment on May 22, 2017; that certain Sixth Amendment on June 22, 2017; that certain Seventh Amendment on August 2, 2017; and that certain Eighth Amendment on September 13, 2017 (collectively "Agreement") - by and between INGENESIS, INC. ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") (collectively referred to as the "Parties"), is now amended as follows:

1. <u>Section 3 – COMPENSATION</u>. The second sentence in the Agreement is hereby deleted in its entirety and replaced with the following:

"CONTRACTOR understands that the COUNTY budget for these services from ALL awarded contractors providing such services shall not exceed the annual aggregate amount of \$1,500,000, including all expenses."

- 2. Effective Date. The "Effective Date" of this Ninth Amendment shall be December 11, 2018.
- 3. Entire Understanding. The Ninth Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Ninth Amendment and Agreement.
- 4. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Ninth Amendment.
- 5. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND INGENESIS, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Ninth Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

INGENESIS, INC.

Chuck Washington, Chairman

Board of Supervisors KEVIN JEFFRIES

Dated: <u>JAN 0 8 2019</u>

By: Veronica Edwards CEO/Secretary

Dated: 1-29-18

ATTEST:

Kecia Harper-Ihem Clerk of the Board

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

Amrit P. Dhillon

AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND VIVA USA, INC.

Original Contract Term:

7/1/14 through 6/30/19

Effective Date of Amendment:

December 11, 2018

Original Annual Maximum Contract Amount:

\$500,000 annual aggregate

Amended Annual Maximum Contract Amount:

\$1,500,000 annual aggregate

Contract ID:

HRARC-95200-002-06/19

The Professional Service Agreement for Temporary Staffing Services and Locum Tenens Services entered into on July 1, 2014 – as amended by that certain First Amendment on October 8, 2015; that certain Second Amendment on March 17, 2016; that certain Third Amendment on November 28, 2016; that certain Fourth Amendment on June 5, 2017; that certain Fifth Amendment on September 13, 2017; that certain Sixth Amendment on March 15, 2018; that certain Seventh Amendment on July 17, 2017; and that certain Eighth Amendment on October 24, 2018 (collectively "Agreement") – by and between VIVA USA, INC. ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") (collectively referred to as the "Parties"), is now amended as follows:

1. <u>Section 3 – COMPENSATION</u>. The second sentence in the Agreement is hereby deleted in its entirety and replaced with the following:

"CONTRACTOR understands that the COUNTY budget for these services from ALL awarded contractors providing such services shall not exceed the annual aggregate amount of \$1,500,000, including all expenses."

- 2. Effective Date. The "Effective Date" of this Ninth Amendment shall be December 11, 2018.
- 3. <u>Entire Understanding</u>. The Ninth Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Ninth Amendment and Agreement.
- 4. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Ninth Amendment.
- 5. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY STAFFING AND LOCUM TENENS SERVICES BETWEEN COUNTY OF RIVERSIDE

AND VIVA USA, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Ninth Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

VIVA USA, INC.

Chuck Washington, Chairman

Board of Supervisors

KEVIN JEFFRIES

Dated: JAN 0 8 2019

Ilango Radhakrishnan

Vice President
Dated: 11/30/18

ATTEST:

Kecia Harper Hem Clerk of the Board

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

Bv:

Amrit P. Dhillon