

SERIAL 12141 IC INDIVIDUAL CONTRIBUTOR FOR THE OPA AND THE ADP PROJECT

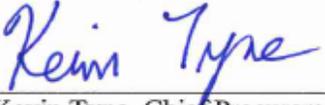
DATE OF LAST REVISION: November 08, 2016 CONTRACT END DATE: October 28, 2018

CONTRACT PERIOD THROUGH OCTOBER 28, ~~2014 2015 2016~~ 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **INDIVIDUAL CONTRIBUTOR FOR THE OPA AND THE ADP PROJECT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 25, 2012 (Eff. 10/29/12)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
 Andrew Mesquita, Deputy Human Resource Director



CONTRACT PURSUANT TO INTENT TO NEGOTIATE- INDEPENDENT CONTRACTOR

SERIAL 12141-IC

This Contract is entered into this 25th day of October, 2012 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ~~Ryan~~ **R Ellis Consulting LLC**, an Arizona company ("Independent Contractor") for the purchase of Consulting services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Two (2) years, beginning on the 29 day of October, 2012 and ending the 28 day of October, ~~2014 2015 2016~~ **2018**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of ~~One Two~~ **Four (4)** years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

2.3 INVOICES:

2.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Quantity
- Contract Item number(s)
- Description of service provided
- Progress on Projects
- Pricing per unit of service
- Extended price
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer or contract administrator.
- 4.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.2 INSURANCE REQUIREMENTS:

- 5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

5.2.12 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

5.2.13 **Cyber – If a vendor is “getting into” County computer systems**

Policy Limit:

5.2.13.1 The policy shall be issued with minimum limits of \$100,000.

5.2.13.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

5.2.13.3 The policy shall **include coverage for third party fidelity.**

5.2.13.4 The policy shall **include coverage for theft.**

5.2.13.5 The policy shall **contain no requirement for arrest and conviction.**

5.2.13.6 The policy shall cover loss outside the premises of the **Named Insured.**

5.2.13.7 The policy shall endorse (**Blanket Endorsements are not acceptable**) the Department as **Loss Payee** as our interest may appear.

5.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 WARRANTY OF SERVICES:

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:
Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:
~~Ryan Ellis~~ **R ELLIS CONSULTING LLC**
1079 EAST ERIE COURT
GILBERT ARIZONA 85295

5.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

5.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.7 TERMINATION FOR DEFAULT:

5.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.11 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

5.12 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

5.13 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

5.13.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.13.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.14 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.15 ALTERNATIVE DISPUTE RESOLUTION:

5.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.15.1.1 Render a decision;

5.15.1.2 Notify the parties that the exhibits are available for retrieval; and

5.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.17 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

~~5.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~5.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~5.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

5.20 CONTRACTOR LICENSE REQUIREMENT:

5.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

5.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.21.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.21.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.21.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

5.21.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.22 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.23 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.24 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

5.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

5.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5.26 INCORPORATION OF DOCUMENTS:

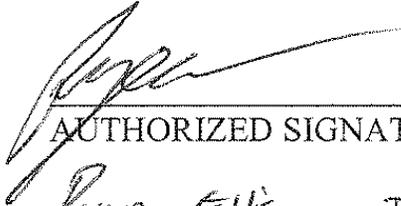
The following are to be attached to and made part of this Contract:

5.26.1 Exhibit A, Pricing;

5.26.2 Exhibit B, Scope of Work;

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Ryan Ellis Independent Contractor
PRINTED NAME AND TITLE

1079 E Erie Ct Gilbert, AZ 85295
ADDRESS

10-23-12
DATE

MARICOPA COUNTY



CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

10/25/12
DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

10/26/12
DATE

EXHIBIT A

PRICING

SERIAL 12141-IC
NIGP CODE: 91858
RESPONDENT'S NAME: RYAN ELLIS R Ellis Consulting LLC
COUNTY VENDOR NUMBER : 2011002439-0 2011003120 0
ADDRESS: 1079 EAST ERIE COURT
P.O. ADDRESS: GILBERT AZ. 85295
TELEPHONE NUMBER: 480-620-0725
WEB SITE: _____
CONTACT (REPRESENTATIVE): RYAN ELLIS
Ellis.ryant@yahoo.com
REPRESENTATIVE'S E-MAIL ADDRESS: RTE@rellisconsulting.com

PAYMENT TERMS.
NET ~~30 DAYS~~ **10 DAYS**

~~1.1 ANNUAL COMPENSATION~~ \$ ~~189,280.00~~

~~TO BE BILLED MONTHLY PER HOUR~~ \$ ~~91.00~~
~~LIMITED TO 40 HOURS PER WEEK WITH OUT COUNTY APPROVAL~~

1.0 PRICNG
1.1 HOURLY RATE*/ **\$91.00**

***RATE IS ALL INCLUSIVE INCLUDING ALL EXPENSES.**

EXHIBIT B**2012 Statement of Work for HRIS Independent Contractor**

Projects shall be revised or new assigned based on the County's needs:

1.0 — Initiating Department: Office of Management and Budget

1.1 — Contractor will complete the following projects:

- 1.1.1 — HRIS Application Manager (EV5 and eTIME)
- 1.1.2 — Enterprise eTIME Upgrade
- 1.1.3 — Cornerstone Learning and Performance Management
- 1.1.4 — Program Advocacy Office Creation and management

1.2 — HRIS Application Manager (EV5 and eTIME):

- 1.2.1 — Analyze and Configure application parameters to support issue resolution, enhance product usability, and increase efficiencies
- 1.2.2 — Support testing and review of change requests
- 1.2.3 — Act as technical liaison between the County and its external HRIS providers.
- 1.2.4 — Manage HRIS support relationship, catalog issues, and maintain DB for SLA tracking
- 1.2.5 — Facilitate testing and training for HRIS modules and enhancements to products and services
- 1.2.6 — Maintain, organize, and facilitate SOC1 reporting
- 1.2.7 — Ad hoc development, analysis, and communication relating to HRIS products.
- 1.2.8 — Identifies training needs of end users and develops and provides the necessary training to meet those needs

1.3 — Enterprise eTIME Upgrade:

- 1.3.1 — Oversees upgrades of HRIS products and services
- 1.3.2 — Lead Technical resource for Upgrade
- 1.3.3 — Lead Functional resource for Upgrade
- 1.3.4 — Manage upgrade project and production support simultaneously

1.4 — Cornerstone Learning and Performance Management:

- 1.4.1 — Oversee implementations of HRIS products and services
- 1.4.2 — Lead Technical resource for Upgrade
- 1.4.3 — Lead Functional resource for Upgrade
- 1.4.4 — Manage upgrade project and production support simultaneously

1.5 — Office of Program Advocacy:

- 1.5.1 — Assist in creation of an internal OPA office for oversight and resource development
- 1.5.2 — Create comprehensive website for OPA reporting and template management
- 1.5.3 — Develop resources of best practice materials
- 1.5.4 — Setup user groups and facilitate learning seminars for PM resource building
- 1.5.5 — Review and analyze project documentation including risk, training, communication, and work plan
- 1.5.6 — Create project plans and templates

~~1.6 — TERMS of Engagement:~~

~~1.6.1 — Contractor shall invoice the County Monthly per the contract.~~

~~1.6.2 — Contractor shall work eight hours between 6:00 AM and 6:00 PM five days a week.~~

~~1.6.3 — Hours worked are limited to 40 per week without prior approval of the County.~~

~~1.6.4 — Contractor cannot work on any additional projects outside the County without prior approval and cannot work on any ADP related projects at all.~~

12141 EXHIBIT B

2014 Statement of Work for HRIS Independent Contractor

1.0 ADP and Human Resources Projects and Support Services:

2.0 ADP support services.

- 2.0.1 Contract shall provide a maximum of 10 Hours per Week for general ADP or HR technical support.
- 2.0.2 Any other ADP or HR technical support will be based on County's requirements and will be ordered by a separate task order and invoiced based upon the hourly rates in Exhibit A.
- 2.0.3 ADP or HR technical support may be performed remotely or at the County's facilities.

2.1 HR Projects and Support Services::

- 2.1.1 All HR projects shall be in writing in the form of a task order and signed by both parties.
- 2.1.2 All HR project work shall be based on a specific project, not to exceed time required and deliverables based on the contractor's current hourly rate.
- 2.1.3 HR Project Work Task Orders shall have a not to exceed (NTE) number of hours by Task order and Phase of Deliverables.
- 2.1.4 HR Project work may be performed remotely or at the County's facilities.
- 2.1.5 HR Projects shall be revised or assigned based on the County's needs. This includes an increase or reduction to the Scope of Work and associated NTE hours.
- 2.1.6 If the County increases the Scope of Work the contractor may request a change in the NTE hours.

2.2 Other Project and Support:

Any work other than ADP or HR projects and support shall be based on the following:

- 2.2.1 All projects shall be in writing in the form of a task order and signed by both parties.
- 2.2.2 Other Projects and Support cannot interfere with or conflict with ADP/HR technical support or HR Project work.
- 2.2.3 Project Work Engagements shall have a NTE number hours by Task order and Phase of Deliverables.
- 2.2.4 Project work may be performed remotely or at the County's facilities.

2.3 Non County Work:

- 2.3.1 Contractor may engage in other than County work as provided below:
 - 2.3.1.1 Task Order issued by the County will be performed as a priority over any non-County work.
 - 2.3.1.2 Non-County work cannot interfere with or conflict with County work and projects.
 - 2.3.1.3 For purposes of determining whether a conflict does or may exist, Contractor shall advise the County of any non-County work prior to performing such work.

2.4 Payment and Billings:

- 2.4.1 ADP/HR technical support and project work shall be invoiced monthly.
- 2.4.2 All project work will be billed based on the Task Order.
- 2.4.3 Projects with multiple phases and deliverables may be billed as each deliverable is completed.
- 2.4.4 Invoices must detail the work completed and the deliverables.
- 2.4.5 Invoices and payments will be based on the hourly rate in Exhibit A.

2.5 Reporting:

- 2.5.1 Contractor shall at a minimum submit bi-weekly work reports in a format approved by the County.
- 2.5.2 Reports shall list all projects and the phase of completion and any other information required by the County.

2.6 Confidentiality Agreement:

Contractor acknowledges that it will have access to certain confidential information and materials of the County ("Confidential Information"). Confidential Information will include, but not be limited to, information not otherwise publicly available, regarding each party's business, plans, customers, technology, products, proprietary software, and customer information. Contractor agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by Law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Within thirty (30) days after expiration or termination of this Agreement for any reason, Contractor will return all Confidential Information of the County in its possession, custody or control at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal, accounting, or administrative record keeping requirement.

Information will not be deemed Confidential Information hereunder if the information: (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be confidential, except through a breach of this Agreement by the receiving party; or (d) is independently developed by the receiving party without any use of or reliance upon the Confidential Information of the County.

R ELLIS CONSULTING LLC, 1079 EAST ERIE COURT, GILBERT, AZ 85295

PRICING SHEET: NIGP CODE 91858

Vendor Number: ~~2011002439-0 2011003120-0~~ **VC0000004401**

Certificates of Insurance Required

Contract Period: To cover the period ending **October 28, 2014 2015 2016 2018.**