AGREEMENT #26115-2
FOR PROFESSIONAL SERVICES
For LAKE COUNTY

This Agreement for Professional Services ("**Agreement**") is between the County of Lake ("**County**") and Actalent, Inc and Actalent Scientific, LLC (collectively "**Vendor**"), whose principal business address is 7301 Parkway Dr S, Hanover, Maryland 21076.

It is agreed by all parties that Actalent, Inc. and Actalent Scientific, LLC. are separate entities and in no way shall any affiliate be liable to the other under this Agreement.

RECITALS

1. Lake County issued an RFP seeking Temporary Employment Staffing Services ("**Services**").
2. Vendor responded timely with a proposal dated January 21, 2026 (**"Proposal"**).
3. Based on Vendor's Proposal, the County and Vendor have negotiated terms under which Vendor will perform the Services.
4. To memorialize the terms and conditions under which Vendor will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Vendor agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The documents that encompass the parties' understanding are listed below and shall be considered in the following order of precedence, with the Vendor's proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

1. This Agreement and its exhibits.
    a. Exhibit A: Scope of Work – Responsibilities of the Parties
    b. Exhibit B: Drug Screen and Background Check Criteria
    c. Exhibit C: Contract Employee Paid Time Off and Holiday Pay
2. Vendor's proposal dated January 21, 2026.
3. The County's RFP (including any addenda to it).

SECTION 2. SCOPE OF WORK

The Vendor shall provide recruiting, interviewing, selecting, hiring and assigning qualified temporary employees (herein defined as "Services") exclusively for specialized engineering, scientific, and technical positions that require professional licensure, certifications, and/or specialized experience. Qualified candidates working under management and supervision of Lake County in accordance with the SOW are (herein defined as "Temporary Employees). Duties assigned in accordance with the SOW and performed by the Temporary Employee are (herein

defined as “Work”).

Temporary staffing positions not requiring such licensure, credentials, or specialized expertise are excluded from this Agreement.

The specific scope of work is further defined in Exhibit A.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective upon execution and shall be in effect for a one-year period with the option to renew for four additional one-year periods. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

Effective Date. Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the “Effective Date” of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party’s signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party’s signature.

SECTION 4. AGREEMENT PRICE

The County shall pay the Vendor the agreed hourly rate for each placed employee, plus an administrative fee pursuant to the rates below.

Position	**Administrative Fee**
Principal Engineer (PE)	82%
All Other Professional Positions	80%
Hours Billed for Holidays and PTO	50%

Firm Fixed Administrative Fee. The Vendor’s administrative fee shall remain fixed for the full term of the Agreement, including any renewals or extensions.

Employee Pay Rate Adjustments. Employee pay rates may be increased for long-term assignments with the County’s prior written approval. A long-term assignment shall mean a continuous period of twelve (12) months performed by the same employee. Any approved increase shall apply only to the employee’s pay rate.

No Guaranteed Volume or Minimum Commitment. All services shall be provided on an as-needed basis at the sole discretion of the County. The County does not guarantee any minimum

volume of work, revenue, or assignments, and shall not be obligated to issue any requests for temporary staffing services.

Monthly Invoicing. The Vendor shall submit a separate invoice for each individual placement. Each invoice must clearly identify the employee, the assignment period, the applicable pay rate, and any other applicable charges. The County shall not be invoiced more than once per month based upon the actual hours worked by each employee and approved by the appropriate County supervisor.

Conversion to Permanent Employment. The County may, at its sole discretion, offer permanent employment to any temporary worker provided under this Agreement. No conversion, placement, buy-out, or temp-to-hire fee shall be charged if the temporary worker has performed services for the County for a cumulative period of twelve (12) months or more, whether continuous or non-continuous. Time worked under any prior contract with the County for the same or substantially similar services shall count toward the six-month threshold. For any conversion to permanent employee 0-180 days into the assignment, Vendor may charge 30% of the position's base salary to the County. For any conversion to permanent employee 181-365 days into the assignment, Vendor may charge 25% of the position's base salary. There will be no conversion fee charged after the employee has worked for 365 days under this Agreement. Upon the effective date of the permanent appointment, payments for temporary services shall cease. Except for the applicable conversion fee set forth above, the County shall not be responsible for any additional charges.

Transition of Existing Placements. To ensure continuity of operations, the Vendor shall administratively transition all temporary workers actively assigned to the County at the time of contract commencement. No transition, transfer, placement, conversion, or administrative fees shall be charged for Existing Placements. Billing rates for Existing Placements shall remain equal to or lower than the rates in effect immediately prior to transition, unless otherwise approved in writing by the County.

SECTION 5. INVOICES & PAYMENT

A. At the start of this Agreement, the County will issue a purchase order for the work and Vendor shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.

B. Vendor shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Vendor shall permit a representative from Lake County to inspect and audit all of Vendor's data and records for the work and services provided under this Agreement. Vendor shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.

C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a Vendor's bill within 30 days of

receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).

D. Lake County's fiscal year ends on November 30. Invoices for services the Vendor has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

   Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

   If this Agreement is terminated prior to its expected expiration date, the Vendor must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

   Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Vendor to invoice the County in the timeframes noted in this section shall constitute the Vendor's waiver of the Vendor's right to payment.

SECTION 6. CONTRACT MODIFICATIONS

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within 10 business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Vendor shall nevertheless continue to render performance under this Agreement in accordance with its (unmodified) terms and conditions.

Modifications that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Contract Modification for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Vendor agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of the performance of Services and arising from the Vendor's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Vendor promptly of any such claim, suit, or proceeding, and will assist Vendor, at Vendor's expense, in defending any such claim, suit, or proceeding.

SECTION 8. INSURANCE

The Vendor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

<u>Commercial General Liability Insurance</u>

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:
$ 1,000,000 Each Occurrence
$ 1,000,000 Products-Completed Operations
$ 1,000,000 Personal and Advertising injury limit
$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Vendor's projects away from premises owned or rented to Vendor.

<u>Excess/ Umbrella Liability</u>

The Vendor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:
$ 2,000,000 per occurrence limit (*minimum*)

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.
The Vendor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:
$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Vendor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Vendor's employees, with limits listed below:
Employers Liability

a) Each Accident $1,000,000
b) Disease-Policy Limit $1,000,000
c) Disease-Each Employee $1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions

The Engineers/Architects/Vendors for the plans of the project shall be written with limits of insurance not less than the following:
$ 1,000,000 per claim per policy year
Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

Liability Insurance Conditions

Vendor agrees that with respect to the above required insurance:

a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
b) The Vendor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
c) Vendor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and

employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Vendors who have multiple projects with the County.

d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085

e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to** Purchasing@lakecountyil.gov **in place of hard copies.**

Failure to Comply: In the event the Vendor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Vendor.

SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

A. **Independent Contractor Status**. The parties intend that the Vendor will be an independent contractor.

B. **Licensure or Certifications**. If required by law, the Vendor must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Vendor shall submit copies of the required licenses or certifications upon the County's request. Vendor shall promptly notify County in writing of any citation Vendor receives from any licensing or certification authority, including all responses and correction plans.

C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Vendor shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Vendor, or be otherwise unable to perform the functions assigned to them, Vendor shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Vendor replace Key Employees from the project by setting forth in writing the grounds for the request. Vendor shall have a reasonable time period in which to address the grounds or make a substitution.

D. Vendor shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Vendor agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Vendor from performing the services under this Agreement, the County may terminate the Agreement for cause.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes that the Vendor raises or makes related to this Agreement shall, if not satisfied through less formal means, first be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097. The Vendor agrees that it may seek additional remedies only after the process set forth in § 33.097 is complete.

SECTION 11. NO IMPLIED WAIVERS

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. SEVERABILITY

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Vendor relative to this Agreement shall be addressed to the Vendor at the address shown herein below:

Contracts Team
7301 Parkway Dr S
Hanover, Maryland 21076
contractnotices@actalentservices.com

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, 9th Floor, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Vendor may assign, delegate, or subcontract the work under this Agreement, Vendor shall remain contractually liable to Lake County unless otherwise agreed in writing.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:
Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Vendor shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:
In the event that this Agreement is terminated due to the Vendor's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Vendor with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:
If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Vendor at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Vendor to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

SECTION 17. APPLICABILITY OF "SUNSHINE" LAWS

Both parties acknowledge that Vendor's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Vendor agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

SECTION 18. WORK PRODUCT

All work product prepared by Vendor pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Vendor shall deliver the work product to Lake County upon completion of Vendor's work, or termination of the Agreement, whichever comes first. Vendor may retain copies of such work product for its records; however, Vendor may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 19. PRESS/NEWS RELEASES

Vendor may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Vendor shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

SECTION 20. DEBARMENT AND SUSPENSION

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The Vendor certifies to the best of his or her knowledge and belief that the Vendor:

A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

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

C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Vendor agrees that, during the term of this Agreement, Vendor shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Vendor has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Vendor's responsibilities under this Agreement, then the County may terminate this contract.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Vendor agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

Signed:

COUNTY OF LAKE

By:_____
Its Purchasing Agent

Date:_____

ACTALENT, INC

By:_____
Its

Date:_____

Actalent Scientific, LLC

By:_____
Its

Date:_____

Exhibit A

Scope of Work – Responsibilities of the Parties

1. **Hours of Work**

   County shall be invoiced for the actual hours during which services are performed, not to exceed forty (40) hours per person for a normal workweek. Hours in excess of 40 per employee per week must receive prior written consent of the County.

2. **Lake County Policies and Expectations**

   Temporary employees shall be required to abide by the Lake County on the Job Behavior Policies and Procedures and any department policies, procedures and dress codes that are in effect at each location. Lake County shall provide a copy of the policies and procedures to the Vendor.

   Services shall be performed in an acceptable, professional manner, by employees who are fully qualified to serve in the capacity specified in the job description provided. The Vendor must guarantee replacements for any contract employee deemed unacceptable by the County.

3. **Staffing Management and Support**

   Vendor shall serve as employer of record for all temporary employees assigned to the County and shall be responsible for the following:

   - Administration of payroll, payment of all applicable taxes and employee tax withholdings, provisions of employee benefits such as medical insurance, worker's compensation coverage, unemployment insurance, and provision of any other legally required benefits.
   - Full compliance with all applicable federal, state, local wage and hour laws, and relevant industry regulations.
   - Management of performance concerns, disciplinary issues, terminations, and any violations of Consultant or Lake County on the Job Behavior Policies and Procedures along with any departmental policies, procedures and dress codes that may apply

   Vendor shall assign a dedicated account representative, along with qualified backup staff, to respond to County inquiries within the timeframes outlined below:

   - All calls and emails shall be acknowledged and responded to within twenty four (24) hours.
   - Upon request by the County, candidate names and resumes shall be provided within three (3) business days for general and entry-level positions. For professional or certified positions, the Vendor shall coordinate with the requesting department to establish the recruitment process and an agreed-upon placement timeline.

- The Vendor shall make commercially reasonable efforts to provide qualified candidates in a timely manner. Candidate start dates may vary based on individual notice requirements and completion of background checks and drug screening. The Vendor shall provide weekly status updates on recruiting and placement progress until the position is filled..

4. <u>Screening, Qualifications of Employees, and Background Checks</u>

Vendor shall:

- Screen, test, and interview all potential applicants.
- Confirm that applicants possess the degrees, skills, experience, proficiency, licenses, and certifications necessary to perform the functions required of each position in accordance with the Lake County Job Description.
- Conduct all required background checks, verifications, and compliance screenings as specified by the County and applicable law on all potential employees to be placed with Lake County. Lake County's criteria for drug screening, background check, and verification requirements are attached hereto as Exhibit B.
- Coordinate the conduction of background investigations with the Lake County Sheriff's Office for all employees assigned to a secured detention facility or Courts Complex within Lake County. The County reserves the right to request another employee in place of any individual refused for clearance.
- Guarantee replacements for any contract employee deemed unacceptable by the County.

5. <u>Positions and Pay</u>

The County may, at its discretion, request interviews prior to candidate selection. Upon completion of the County's review of all candidates and any additional screening requested, the requesting department shall notify the Vendor of the selected candidate.

The County will provide the minimum of the current salary grade indicated. Should a higher rate of pay than the minimum of the current salary grade be recommended, a written recommendation to support the basis of this pay request must be provided for the County's consideration. Any Pay Rates higher than the minimum of the current salary grade must be approved in writing by Lake County. County may substitute a revised pay schedule whenever one is approved and implemented by Lake County.

6. <u>Paid Internships</u>

Vendors who provide paid internship resources to Lake County shall allow pay rates to be negotiated with the respective department to ensure equitable pay between full time employees and paid interns.

7. **Referrals**

   Lake County may direct individuals to the Vendor with the intent that they be placed at Lake County. For the avoidance of doubt, Section 4 Conversion to Permanent Employee shall not apply to Temporary Employees referred to Vendor by the County.

8. **Permanent Status**

   Lake County reserves the right to consider temporary placements for permanent hire at any time during the assignment. In the event that the County elects to permanently hire an employee who has worked on a temporary basis, conversion fees pursuant to Section 4 above shall apply.

9. **Transition of Existing Placements**

   The Vendor shall complete all required compliance and onboarding for Existing Placements within fourteen (14) days of contract execution. All prior service time with the County shall be fully recognized for tenure-based provisions, including eligibility for permanent employment and benefits, with no waiting period for benefits upon transition.

10. **Cancellations**

    Lake County reserves the right to cancel or terminate placement requests within two (2) hours prior to the scheduled start time of any work shift without assessment of charges or fees

11. **No-Shows**

    In the event that an employee scheduled to work does not show or cancels in less than eight (8) business hours from the start time of any work shift, the Vendor shall be responsible to schedule a replacement employee of equal to or better qualifications within a reasonable period of time. In the event that the Vendor fails to provide a qualified, replacement employee, the Vendor shall be responsible to cover the costs for Lake County to fill the scheduled work shift.

12. **Assignment End**

    In the event that Lake County elects to end the assignment of a currently assigned temporary employee, County shall notify the vendor within 10 business days of the assignment end date. Vendor shall be responsible for notifying the employee within 24 hours of County notification.

Actalent

EXHIBIT B – REQUEST FOR BACKGROUND CHECK SERVICES

Consumer reports ("Background Checks") may include, but are not limited to, employment and education verification, driving history, criminal conviction history and credit history.

Lake County ("Client") understands and acknowledges that the Selection Process of Actalent, Inc.'s ("Company") is designed to ensure that it employs and refers for employment only the best qualified individuals. Company and Client acknowledge that Client is requesting the completion of certain Background Checks in accordance with the Company's Employment Selection Policy and the terms of this Exhibit B.

All Background Checks requested by the Client are initiated by the Company through an authorized third-party vendor. Only Background Checks secured from an authorized **third**-*party vendor will be considered part of the Company's Selection Process for purposes of determining employment eligibility. The Company will perform Background Checks consistent with the Company's Employment Selection Policy and the services and criteria outlined by the Exhibit B.*

APPLICABILITY

All Positions

☒ *Please check here if all the positions listed in Exhibit A will be subject to a Background Check consistent with this Exhibit B.*

Excluded Position(s) and or Assignment Type(s) - *If certain positions and/or types of assignments (i.e., assignments less than two weeks do not require a background check) listed in Exhibit A are not subject to a Background Check consistent with this Exhibit B please select each excluded position and/or assignment type below.*

☐ *Please check here if every such individual to be placed at Client is part of a "payroll" arrangement and will be assigned to Client without completion of the post-offer, pre-employment background investigation.*

☐ *Please check here if every such individual to be placed at Client will perform work on behalf of Client for a period of _____*

☐ *weeks* ☐ *months or less (i.e., two (2) weeks or less) and shall be assigned to Client without completion of the post-offer, pre-employment background investigation.*

☐ *Please check here if Client acknowledges and agrees that every such individual to be placed at Client being re-engaged by Company for subsequent assignments at Client in which the separation in between assignments is* ☐ *30 days,* ☐ *60 days,* ☐ *90 days, or* ☐ *Other _____* ☐ *days or* ☐ *year(s) shall not require a new background investigation.*

☐ *Please check here if certain positions listed in Exhibit A (or Rate Card) are not subject to a Background Check consistent with this Exhibit B. Please list each excluded position below. If more than four positions are excluded, note on Exhibit A, and attach with this document.*

1. _____ *3.* _____

2. _____ *4.* _____

Positions may also be typed here

Criminal Record Services *Actalent offers a selection of Criminal Record Services to be scaled against various job positions and duties to provide Clients a balance of speed and a quality screen based on business necessity.*		
Criminal Background Check Packages – *select one package from the options below*	**Speed**	**Quality**
☐ **Criminal Record Conviction Database** – *searches past seven (7) years under an individual's primary name and consists of data obtained from the state-based department of corrections, administrative office of the courts, bureau of criminal apprehension, and/or the department of criminal justice records, various county criminal records and data from other applicable government agencies where available. Possible records identified by this search are required by law to be verified at the official data source which may incur additional fees and may increase turnaround time.* **[0003 Package]**	✓✓✓	✓
☒ **County Criminal Conviction and Social Locator Search** – *official-source data search of domestic felony and misdemeanor conviction records for the past seven (7) years based on names and addresses of current and previous residences for the past seven (7) years, both provided by the individual and developed from Social Security Number Trace.* **[0001 Package]**	✓	✓✓✓

Criminal Record Evaluation Criteria

An individual with history of one or more felony and/or misdemeanor convictions for any of the following crimes may be deemed to pose an unacceptable safety or security risk to Company or Client and therefore may be removed from further consideration for the position, subject to the results of Company's targeted screening process described below. **Please review each section carefully to ensure you are selecting the criteria you desire.**

☒ Violence Against a Person		☒ Property		☒ Dishonesty	
Consider felony within past:	☐ **Do Not** *consider misdemeanor* ☒ *Consider misdemeanor within past: (select number of years below)*	*Consider felony within past:*	☐ **Do Not** *consider misdemeanor* ☒ *Consider misdemeanor within past: (select number of years below)*	*Consider felony within past:*	☐ **Do Not** *consider misdemeanor* ☒ *Consider misdemeanor within past: (select number of years below)*
☐ *3 years* ☐ *5 years* ☒ *7 years*	☐ *3 years* ☐ *5 years* ☒ *7 years*	☐ *3 years* ☐ *5 years* ☒ *7 years*	☐ *3 years* ☐ *5 years* ☒ *7 years*	☐ *3 years* ☐ *5 years* ☒ *7 years*	☐ *3 years* ☐ *5 years* ☒ *7 years*
*Types of crimes include Assault/Battery Against a Person, Terroristic Threats, Robbery, Sexual Assault/Battery, and Murder**		*Types of crimes include Criminal Damage to Property, Arson, Theft, Burglary, Shoplifting**		*Types of crimes include Fraud, more than five (5) Worthless/Bad Checks, Embezzlement, Identity Theft, Forgery**	
**Other types of crimes may be deemed to pose an unacceptable safety or security risk if the crime meets, or exceeds, the conduct and/or severity of the crimes identified in this section. Attempted and Conspiracy to commit a crime shall be assessed the same as if the individual had committed the crime.*					

The Company conducts a targeted screen of all criminal background results to determine if an applicant/employee will be disqualified from further consideration for the applicable position. The targeted screen considers the nature and gravity of the offense or conduct, the time elapsed since the offense, conduct and/or completion of the sentence and the nature of the job. Any applicant/employee preliminarily disqualified during the targeted screen will be provided with notice and an opportunity to participate in an Individualized Assessment ("IA") by completing an IA Form. Any applicant/employee participating in the IA process must complete and return the IA within two (2) business days, or as required by city/state law, from the date of the pre-adverse action letter sent by the Company. If an applicant/employee does not return the IA timely, the Company will proceed with making the hiring decision based solely on the criminal background results.

The IA shall consider, among other things, any additional information provided by the applicant/employee concerning the facts or circumstances surrounding the offense or conduct. The IA may also consider the following factors, including but not limited to: (1) age at the time of conviction or conduct; (2) age when released from incarceration; (3) any evidence that the individual performed the same type of work, post-conviction, with the same or different employer, with no known incidents of criminal conduct; (4) length and consistency of employment history before and after the offense or conduct; (5) rehabilitation efforts; (6) employment or character references and any other information regarding fitness for the applicable position; and (7) whether the individual is bonded under a federal, state or local bonding program. Upon receipt of the IA Form, a Background Investigation Analyst will consider and weigh the additional information provided by the applicant/employee against job related factors and business necessity to reassess the applicant/employee's eligibility for the applicable position.

Client Request for Actalent to Assign Individuals Prior to Completion of Background Check

☐ *Client acknowledges that as a general rule Actalent conducts these screenings on a post-offer, pre-employment basis and Client is requesting a waiver of this rule. Client acknowledges and agrees that every such individual to be placed at Client will be assigned to Client prior to completion of the post-offer, pre-employment background investigation. No exceptions will be made. Client acknowledges and agrees that in this event Actalent is not liable for any acts or damages which an individual who has not fully completed the required background investigation may have caused. Client further agrees that they will be responsible for paying for any hours worked by the individual(s) assigned to Client. In the event there is a conflict as between the requirements of a Service Agreement between Client and the Company and the requirements of this Exhibit B, this Exhibit B controls.*

IN WITNESS WHEREOF, *the parties have executed this Agreement, under seal, as of the dates indicated below.*

AGREED AND ACCEPTED:

Actalent, Inc.:	**Client:**
Actalent Representative Name	*Client Representative Name*
Actalent Representative Signature	*Client Representative Signature*
Actalent Representative Title	*Client Representative Title*
Date	*Date*

EXHIBIT B – REQUEST FOR DRUG TESTING SERVICES

Please select what location(s) Drug Testing Exhibit B shall govern: ☐ Local or ☒ National (All Locations)

If Local, please list address for these specific requirements:

As a condition of assignment with Lake County ("Client") all Contract Employees and/or Consultants provided by select OpCo must successfully complete the following drug test screening under the requirements described below.

We offer **lab-based** or **instant** testing. **Lab-based** tests are performed by SAMHSA certified laboratories and all presumptive positive tests are reviewed by a certified Medical Review Officer ("MRO"). Industry standard cutoff levels are applied unless otherwise specified in writing. Any failure to pass a drug screen or breath alcohol test, when applicable, may result in ineligibility for employment.

Applicability

☒ Please check here if all the positions listed in Exhibit A will be subject to a drug screening consistent with this *Exhibit B-Drug Testing Services* ("*Exhibit B*"). If certain positions and/or types of assignment's (i.e. assignments less than two weeks do not require a drug screening) listed in Exhibit A are not subject to a drug screening consistent with this Addendum, please list each excluded position and/or assignment type below.

Excluded Position(s) and or Assignment Type

☐ Please check here if every such individual to be placed at Client is part of a "payroll" arrangement and will be assigned to Client without completion of the post-offer, pre-employment drug screening.

☐ Please check here if every such individual to be placed at Client will perform work on behalf of Client for a period of ☐ weeks ☐ months or less (i.e. two (2) weeks or less) and shall be assigned to Client without completion of the post-offer, pre-employment drug screening.

☐ Please check here if Client acknowledges and agrees that every such individual to be placed at Client being re-engaged by Company for subsequent assignments at Client in which the separation in between assignments is ☐ 30 days, ☐ 60 days or ☐ 90 days, or ☐ Other; ☐ days or ☐ year(s) shall not require a new drug screening.

☐ Please check here if every such individual to be placed at Client in the position of " " will be assigned to Client and shall be exempt from the completion of the post-offer, pre-employment drug screening. *Additional positions may be listed here:*

For positions in CT, IL, MN, MO, MT, NV, NJ, NM, NY, New York City, Philadelphia or RI ONLY: Client acknowledges that employers, like Company, may only perform post-offer, pre-employment drug test screening that includes marijuana in accordance with laws in these jurisdictions. Client acknowledges and agrees to comply with all applicable local and state laws, and in so doing only requests that Company perform post-offer, pre-employment drug screening that includes marijuana on individuals if one or more of the following exemptions or conditions permitted by law are met for the particular location in which individuals will be working (please check all that apply):

Excluded Position(s) and or Assignment Type

☒ Client certifies that individuals to be placed at Client will perform work that is regulated by the Department of Transportation or other federal, state, or local laws that require pre-employment marijuana testing. **[CT, IL, MT, NJ, NM, NY, New York City and Philadelphia]**

☒ Client certifies that it is required to conduct pre-employment marijuana testing in accordance with federal or state laws, contracts or funding. **[CT, IL, MN, MT, NJ, NY, New York City, Philadelphia and RI]**

☐ Client certifies that it is required to conduct pre-employment marijuana testing in accordance with federal laws, contracts, or funding. **[NM]**

☒ Client certifies that pre-employment marijuana testing is being conducted pursuant to reasonable workplace drug policies. **[CT, IL and MT]**

☐ Client certifies that individuals to be placed at Client will perform work that requires the operation of a motor vehicle and for which federal or state law requires the employee to submit to screening test. **[CT, MN, MT, NV, Philadelphia and RI]**

☐ Client certifies that individuals to be placed at Client will perform work that could adversely affect the health or safety of others. **[CT, MO, MN, MT, NJ, NV, NM, New York City, Philadelphia and RI]**

☐ Client certifies that individuals to be placed at Client will perform work where failure to submit to a pre-employment drug test that includes marijuana would be in conflict with an existing employment contract or collective bargaining agreement, provisions of federal law or the position(s) is funded by a federal grant. **[CT, MT, NV, New York City, Philadelphia and RI]**

☐ Client certifies that individuals to be placed at Client will perform a job, occupation or profession that is hazardous, dangerous or essential to public welfare and safety **[RI]**

☐ Client certifies that it is required to conduct pre-employment marijuana testing in accordance with a bona fide occupational requirement and is reasonably related to employment activities or responsibilities of a particular employee or group of employees. **[MN and MO]**

☐ Client certifies that individual to be placed at Client will perform work that requires face-to-face care, training, education, supervision, counseling, consultation or medical assistance to children, vulnerable adults, or healthcare patients **[MN]**

☐ Client certifies that individuals to be placed at Client will perform work that could adversely affect the health or safety o f others. **[MO and NJ]**

In the event, an individual to be placed at Client in Connecticut, Illinois, Minnesota, Missouri, Montana, Nevada, New Mexico, New Jersey, New York, New York City or Philadelphia will perform work that does not fall under one or more of the positions(s) and/or assignment type(s) above, Company will utilize the corresponding drug test panel that excludes marijuana.

I. Drug Testing Requirement **without** Marijuana **(please select only one drug test panel)** *

☐ **Instant Drug Test**	☐ **Lab-Based Drug Test**
☐ 4 Panel Urine w/out THC (4045)	☐ 4 Panel Urine w/out THC (4045)
☐ 5 Panel Urine w/out THC (4063)	☐ 5 Panel Urine w/out THC (4063)
☐ 6 Panel Urine w/out THC (4539)	☐ 6 Panel Urine w/out THC (4539)
☒ 9 Panel Urine w/out THC (3477)	☐ 9 Panel Urine w/out THC (3477)

Standard Instant Drug Test Panels without Marijuana						
Drugs Detected	4 Panel Instant/Urine	5 Panel Instant/ Urine	6 Panel Instant/Urine	9 Panel Instant/Urine	Standard Initial Screening Level (ng/ml)	Standard Lab Confirmation Level (ng/ml)
Amphetamines (AMP)	*	*	*	*	500	250
Cocaine (COC)	*	*	*	*	150	100
Opiates	*	*	*	*	2000	2000
Phencyclidine (PCP)	*	*	*	*	25	25
MDMA (Ecstasy)		*	*	*	1000	250
Barbiturates (BAR)				*	300	300
Benzodiazepines (BZO)				*	300	300
Oxycodone (OXY) *Oxymorphone*			*	*	100	100
Methadone (MTD)				*	300	300

All panels test for expanded opiates

II. Drug Testing Requirement **with** Marijuana **(please select only one drug test panel)** *

☐ **Instant Drug Test**
☐ 5 Panel Urine with THC (1200)
☐ 6 Panel Urine with THC (3121)
☐ 7 Panel Urine with THC (3122)
☐ 9 Panel Urine with THC (3124)
☒ 10 Panel Urine with THC (3125)

☐ **Lab-Based Drug Test**
☐ 5 Panel Urine with THC (1200)
☐ 6 Panel Urine with THC (3121)
☐ 7 Panel Urine with THC (3122)
☐ 9 Panel Urine with THC (3124)
☐ 10 Panel Urine with THC (3125)

Standard Drug Test Panels with Marijuana							
Drugs Detected	5 Panel Urine (1200)	6 Panel Urine	7 Panel Urine	9 Panel Urine	10 Panel Urine	Standard Initial Screening Level (ng/ml)	Standard Lab Confirmation Level (ng/ml)
Amphetamines (AMP)	*	*	*	*	*	500	250
Cocaine (COC)	*	*	*	*	*	150	100
Marijuana (THC)	*	*	*	*	*	50	15
Opiates	*	*	*	*	*	2000	2000
Phencyclidine (PCP)	*	*	*	*	*	25	25
Barbiturates (BAR)				*	*	300	300
MDMA (Ecstasy)		*	*	*	*	1000	250
Benzodiazepines (BZO)				*	*	300	300
Oxycodone (OXY) *Oxymorphone*			*	*	*	100	100
Methadone					*	300	300

*Additional Lab based panels/screening levels maybe available. Please contact your Account Representative if additional panels/levels are required.

Test Reasons

Please check each box in which a drug test is required. For each primary box selected, please complete any corresponding sections.

☒ Pre-Employment Testing – completed only when required by the Client. All pre-employment testing will be conducted within 90 days prior to the start of the assignment. All drug testing is conducted on post-offer, pre-employment basis. **Results are not permitted to be pending unless requested below.**

☒ Post-Accident – Where permitted by law, Company's policy is to conduct a post-accident drug **and** breath alcohol test* after an incident in which there is property damage and/or injury. A five-panel instant drug test and breath-alcohol test will be completed.

☒ Reasonable Suspicion – Where permitted by law, Company shall conduct a reasonable suspicion drug test **and** breath-alcohol test* where we determine there is justification to do so. A five-panel instant drug test and breath-alcohol test will be completed.

*.04% or higher constitutes a failed breath-alcohol test.

Client Request for Company to Assign Individuals Prior to Completion of Drug Testing

☐ Client acknowledges that as a general rule Company conducts these screenings on a post-offer, pre-employment basis and Client is requesting a waiver of this rule. Client acknowledges and agrees that every such individual to be placed at Client will be assigned to Client prior to completion of the post-offer, pre-employment drug test. NO exceptions will be made. Client acknowledges and agrees that in this event Company is not liable for any acts or damages which an individual who has not fully completed the required drug testing may have caused. Client further agrees that they will be responsible for paying for any hours worked by the individual(s) assigned to Client.

Employment decisions will be made in accordance with these guidelines. All decisions made by Company will be final. By signing below, you are certifying that you are authorized by Client to execute this *Exhibit B* on Client's behalf and acknowledge your acceptance to this *Exhibit B* and the screening criteria requested by Client is compliant with all applicable local, state, and federal laws and guidance. Client also agrees to defend, indemnify, and hold harmless Company, its officers, members, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising out of or related to Company supplying the screening criteria you have outlined in this *Exhibit B.* You acknowledge and agree that employment with Company does not commence until Contract Employee and/or Consultant actually works on said specific assignment. In the event of a conflict between this *Exhibit B* and any other agreement, including employment agreements and services agreements, this *Exhibit B* shall prevail.

IN WITNESS WHEREOF, the parties have executed this Exhibit, under seal, as of the dates indicated below.

AGREED AND ACCEPTED:

Client: Lake County	**Select OpCo**
Signature _____	Signature _____
Printed Name _____	Printed Name _____
Title _____	Title _____
Date _____	Date _____

Exhibit C

Contract Employee Paid Time Off and Holiday Pay

1. **PTO Policy:**
   Full Time Contract Employees are eligible to accrue vacation and sick time, which can be used for any purpose including those covered by any applicable state statutory leave law, subject to the following conditions on the Assignment. Contract Employees will accrue the following PTO:

   Vacation: 16 vacation hours for every 400 regular hours worked, up to 80 hours per year. Unused vacation hours may be carried over into the next year, in an amount not to exceed 80 hours. Accrued, unused vacation shall be paid out upon termination.

   Sick time: 1 sick day for each month worked. Unused sick leave may be carried forward for use in subsequent years. Sick time shall not be paid out upon termination.

2. **Holiday Pay:**
   a. The Contract Employee shall receive Holiday Pay for the 10 fixed holidays and 4 floating holidays outlined below, which mirror the County's holiday calendar.

New Year's Day	Fixed
Martin Luther King, Jr. Day	Fixed
Lincoln's Birthday	Floating
Spring Holiday (accrued on Good Friday)	Floating
Memorial Day	Fixed
Juneteenth	Fixed
Independence Day	Fixed
Labor Day	Fixed
Columbus/Indigenous Peoples' Day	Floating
Veterans Day	Floating
Thanksgiving Day	Fixed
Day After Thanksgiving	Fixed
Christmas Eve	Fixed
Christmas Day	Fixed

   b. Floating holidays become available on the day of the observed holiday. The employee may elect to use the time on the holiday or work the floating holiday and use it on a later date.
   c. Three floating holidays may be carried over into the new calendar year and expire on March 31 of the new calendar year.
   d. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.