

# Standard Professional Services Agreement (“PSA”)

Revision G – June 2016

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of January 1, 2022 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **TruView BSI, LLC**, a Limited Liability Corporation (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified and experienced in providing pre-employment screenings, background check services, and related services; and

WHEREAS, in the judgment of the Director of Human Resources it is necessary and desirable to employ the services of Consultant for pre-employment screenings, background check services, and related services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### A G R E E M E N T

#### 1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in **Exhibit A** and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and **Exhibit A**, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any Exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this

Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in **Exhibit A** provided, however, that total payments to Consultant shall not exceed **\$400,000.00**, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from **January 1, 2022 to December 31, 2025 with the option to renew for three one-year periods** unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original

drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Human Resources Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements.

Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Software/Computer Application Purchase Online Accessibility:

9.1 Accessibility. County policy requires that all County websites and web-based applications must be accessible to staff members and members of the public with disabilities.

- a. Standards. Consultant shall certify that all Electronic and Information Technology (“EIT”) products, services, or other deliverables (collectively “EIT Deliverables”) furnished hereunder that will be made available to members of the general public in connection with County’s ordinary course of business, comply with the following accessibility standards:
  - i. Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County’s Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

The foregoing standards shall collectively be referred to hereinafter as “County Accessibility Standards.” For the purposes of this Agreement, the term “EIT” shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term “Information Technology” includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

9.2 Noncompliant EIT; Obligation to Cure. If County, in its sole and absolute discretion, determines that any EIT Deliverable does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant EIT Deliverables within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County’s right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by County in connection with such changes or repairs.

9.3 Upgrades Upon Renewal or Extension. Notwithstanding the foregoing, County may accept EIT Deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County’s best interest. For every EIT Deliverable accepted by County that does not fully comply with County Accessibility Standards, Consultant shall, at the discretion of County, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.

9.4 Warranty; Indemnity. Consultant represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify and hold County harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against County, its officers, directors, agents, or employees arising out of or related to Consultant's breach of this Article.

9.5. Representation, Warranty and Responsibility as to Data Security. Consultant represents and warrants that it shall implement and maintain Payment Card Industry ("PCI") Data Security Standard ("DSS") certification and that it shall provide an annual Report of Compliance ("ROC") prepared by a Qualified Security Assessor Company ("QSAC"). Upon request of the County, Consultant agrees to promptly provide PCI DSS validation by a QSAC. Consultant shall undergo quarterly system scans performed by a PCI Security Standards Council ("SSC") Approved Scanning Vendor ("ASV") that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices. Further, Consultant shall maintain and protect in accordance with all applicable federal, state, local, and PCI laws, rules and regulations the security of all cardholder data when performing the contracted Services on behalf of the County.

In addition to the indemnity obligations specified in Article 5 of this Agreement, Consultant shall indemnify, defend, protect and hold County harmless from and against any and all claims, losses, damages, notices and expenses, including, without limitation, any fines which County may be required to pay, which result from Consultant's breach of the provisions of this Section 9.5. Within thirty (30) days of County delivering written notice, Consultant will reimburse the County for its actual costs associated with any information security breach that results from the Contractor's failure to adhere to PCI data security standards and other applicable industry best practice. Such costs include but are not limited to: the costs of investigating the breach, fees associated with bankcard replacement, client credit monitoring, litigation costs, Court ordered penalties; and any additional fees charged by the County's bank Consultant, at its sole cost and expense, shall fully cooperate with any investigation, whether instituted by County or any other entity with jurisdiction to conduct such investigation, of any data loss or other breach of Consultant's obligations under this Section 9.5.

In connection with credit card transactions processed for County, Consultant will implement fraud prevention controls and provide reasonable care and effort to detect fraudulent credit card activity. In performing the Services, Consultant shall comply with all applicable rules and requirements, including security rules and requirements, of County's financial institutions, including its acquiring bank, the major credit card associations and credit card companies. If during the term of the Agreement, Consultant undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify the County of such circumstances.

Consultant represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS) or Payment Applications Best Practices (PABP). As verification of this, the Consultant agrees to provide PABP validation by a PCI SSC Qualified Payment Application Security Company ("QPASC") that any such application it provides is certified by the PCI SSC as complying with these standards and agrees to continue to maintain that certification as may be required from time to time.

#### 10. Representations of Consultant.

10.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state

and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

10.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

10.4 Representation, Warranty and Responsibility as to Data Security Data Security: Consultant shall preserve, and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Consultant and/or its sub-consultants or vendors. Consultant agrees to, and shall ensure that its sub-consultants or vendors, comply with the County's current and future information security policies, standards, procedures, and guidelines.

- b. Encryption Requirements: Consultant shall encrypt, and shall ensure that its sub-consultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
- c. Security Breach: Consultant shall comply, and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information (PII) or protected health information (e.g. PHI,ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Consultant shall:
  - i. Notify the County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Consultant or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
  - ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
  - iii. Pursuant to Article 5 of the Agreement, provide indemnity and other protection as specified therein.
- d. Request to Audit: Consultant will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that the consultants and/or vendor's information security practices or standards comply with Sonoma County's information security policies,

standards, procedures and guidelines. Consultant shall ensure that its sub-consultants or vendors comply with this requirement.

Cyber Risk Insurance Requirements: Consultant shall include, and shall ensure that its sub-consultants or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

10.5 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

10.6 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

10.7 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

10.8 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

10.9 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.10 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

10.11 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's

responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

10.12 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

10.13 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Colleen Goetz, Recruitment & Classification  
Human Resources Department  
575 Administration Drive, Suite 116B  
Santa Rosa, CA 95403

TO: CONSULTANT: Nicholas Auletta  
TruView BSI, LLC  
25 Newbridge Road, Suite 210  
Hicksville, NY 11801

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the



U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

#### 14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CONSULTANT: TRUVIEW BSI, LLC**

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

Title: \_\_\_\_\_

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

**COUNTY: COUNTY OF SONOMA**

CERTIFICATES OF INSURANCE ON  
FILE WITH AND APPROVED AS TO  
SUBSTANCE FOR COUNTY:

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

Christina Cramer  
Director of Human Resources

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

APPROVED AS TO FORM FOR COUNTY:

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

County Counsel

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

EXECUTED BY:

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

Christina Cramer  
Director of Human Resources

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

## **EXHIBIT A SCOPE OF SERVICES & FEE SCHEDULE**

The County of Sonoma requires a qualified background investigation consultant to provide pre-employment screenings, background check services, and related services on candidates identified by the County. The County will request background checks for employment candidates based on a consultation between the hiring department appointing authority and the Director of Human Resources or designee.

Background searches are applicable for all identified candidates, and may include:

- Additional Names
- Addresses History
- Bankruptcy Search
- Consent-Based Social Security Number Verification
- County/State Court Search (Civil Search) with the option to select either a 7 year or a 10-year look-back depending upon justification provided by the County
- County/State Court Search (Criminal Search) with the option to select either a 7 year or a 10-year look-back depending upon justification provided by the County
- Credit Report
- Education Verification
- Employment Verification
- Federal District Court (Civil Search)
- Federal District Court Search (Criminal Search)
- Liens and Judgments
- Motor Vehicle Report (valid license verification and post-conditional offer criminal report)
- National Criminal Database Search
- National Sanctions and Exclusions Search
- National Sex Offender Search
- OFAC and Global Watch Lists
- POST Background Investigations (Unsworn Personnel)
- Professional License or Certification Verification
- Right to Work Authorization (E-Verify)

Description of Pre-Employment Background Check Searches

### Pre-Conditional Offer

The following checks, when appropriate, are conducted before a conditional job offer is made:

- **Bankruptcy Search:** Search of federal bankruptcy courts for all chapters of the federal bankruptcy code. Searches can be conducted where the individual has lived or worked in the past seven years, or on a nationwide basis.
- **County Civil Litigation Report:** Civil litigation searches at the applicable county courts where the applicant has lived, worked, or was educated in the past seven years. Case types include complaints involving fraud, embezzlement, contract disputes, etc. Results do not include cases involving domestic issues (divorce, paternity, child custody) unless domestic violence is involved. Locations are determined from information reported in the SSN Trace as well as information provided on the application and resume.
- **Consent Based Social Security Verification:** This check verifies whether a name and Social Security Number (SSN) combination match the data in SSA's (Social Security Administration) records. A separate consent from the applicant will be required for this check.

- **Consumer Credit Report:** Credit reports for employment purposes are prohibited in California, with eight exceptions for particular occupational positions. The Credit Report includes a copy of the individual's credit report, which provides a snapshot of financial history, including information regarding delinquent accounts, accounts sent to collection, maximum credit limits available, court judgments, bankruptcies, and liens. It may also provide a list of recent inquiries made about an individual's credit. The eight occupational exceptions or "statutory basis" for credit checks are:
  - Sworn peace officers or other law enforcement positions.
  - Positions within the State Department of Justice
  - "Managerial" positions - For purposes of this law, a managerial position is defined as a position which meets the "Executive Exemption" test under the Fair Labor Standards Act (FLSA). This includes any position: (a) Whose duties and responsibilities involve the management of the enterprise or of a customarily recognized department or subdivision thereof; and (b) Who customarily and regularly directs the work of two or more other employees therein; and (c) Who has the authority to hire or fire other employees or whose recommendations influence the hiring, firing, advancement, or any other change of status of other employees; and (d) Who customarily and regularly exercises discretion and independent judgment; and (e) Who is primarily engaged in duties which meet the test of the exemption.
  - Positions for which the information contained in the report is required by law to be disclosed or obtained.
  - Positions that involve regular access to all three of the following types of information of any one person: (A) Bank or credit card account information; (B) Social Security Number; and (C) Date of birth.
  - Positions in which the employee would be any of the following: (1) A named signatory on the employer's bank or credit card account; (2) Authorized to transfer money on the employer's behalf; or (3) Authorized to enter into financial transactions on the employer's behalf. Future issuance of a CalCard for general use within established procedures and limits does not, in and of itself, justify the use of a credit check for employment purposes.
  - Positions that involve regular access to more than \$10,000 in cash during the workday.
  - Positions that involve access to confidential or proprietary information that derives independent economic value, actual or potential, from not being generally known, such as "trade secrets".
  
- **Motor Vehicle Report:** Results report the current status of an individual's license, including traffic violations, failures to appear, and unpaid fines. This report should be requested pre-offer; however, the pre-offer background report will only indicate the applicant's license status (active or inactive). If you submit a request for post-offer criminal convictions checks for the candidate, the full report, including any driving related convictions, will automatically be included with the post-offer report.
  
- **Education Verification – Highest Degree:** Verification of degree obtained or highest level of education reported by applicant, including current enrollment. Results include verification of degree and major, date of award, and any claims of distinction or honors. Inconsistencies are highlighted.
  
- **Federal Civil Litigation Search:** Civil litigation search at the applicable federal courts in those jurisdictions reported in the SSN trace for the previous seven to 10 years. Results may include valuable information regarding an individual's character, problems with previous employers or business associates, financial concerns, or a pattern of litigious behavior. The types of civil cases heard in federal court include:

- Cases that deal with the constitutionality of a law;
  - Cases involving the laws and treaties of the U.S., such as with respect to securities law; employment; patents and copyright law; class actions involving of very large dollar amounts; violations of civil rights; and disputes between citizens of different states, when the amount in controversy exceeds \$75,000);
  - Cases involving ambassadors and public ministers;
  - Disputes between two or more states (diversity cases means when cases between citizens of different states and amount in controversy exceeds \$75K);
  - Admiralty law;
  - Cases involving violations of the habeas corpus law.
- **Government Watch List:** Search of combinations of databases such as the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List, Bank of England Consolidated List, European Union Consolidated List, FBI Most Wanted Lists, and other international fraud and Politically Exposed Persons (PEP) databases.
  - **Medical Sanction Screening:** consists of verifying individual names and other identifying information against information obtained from over 55 federal and 46 state healthcare datasets. The information reported exceeds the U. S. Government minimum requirements for sanction screening as set forth in the DHHS-OIG's Compliance Program Guidance and is compliant with Sections 1128, 1156 and 1892 of the Social Security Act. For a complete list of sources, please contact the consumer reporting agency.
  - **Professional License/Certificate Verification:** Search of applicable licensing or issuing body for confirmation of current status and disciplinary history of claimed or located license or membership.
  - **Social Security Trace and Address History:** Confirmation of address history and social security number provided by applicant and the identification of jurisdictions for court searches. Results may provide additional names, jurisdictions, and other personal identifiers not disclosed by the applicant.
  - **Tax Lien & Judgment Record:** Appropriate county level searches for paid and unpaid tax liens and judgments records in those jurisdictions reported in the SSN trace for the previous seven years. The recommended best practice is to consider all jurisdictions where the individual has lived and worked, or was educated in, for the past seven years.

#### After Conditional Offer

In accordance with Government Code Section 12952, the following checks, when appropriate, may be conducted only after a conditional job offer has been accepted by the applicant:

- **County Criminal Conviction Records (Felony & Misdemeanor) – 7 Years:** Felony and misdemeanor searches for criminal convictions and pending prosecutions, through the respective county courts where the individual has lived, worked, or was educated in the past seven years. Locations are determined from information reported in the SSN Trace as well as information provided on the application and resume.
- **County Criminal Conviction Records (Felony & Misdemeanor) – 10 Years:** Post-offer felony and misdemeanor searches for criminal convictions and pending prosecutions, through the respective county courts where the individual has lived, worked, or was educated in the past ten years. California prohibits conducting this check until after a conditional job offer has been made. Locations are determined from information reported in the SSN Trace as well as information provided on the application and resume.
- **Federal Criminal Records Search:** Felony and misdemeanor searches for criminal convictions and pending prosecutions, through the respective federal courts in those jurisdictions reported in

the SSN trace for the previous seven to 10 years. Federal courts do not share or consolidate their information with each other or with the county courts. The types of criminal cases heard in federal court include:

- Cases involving the laws and treaties of the U.S., such as RICO statutes, terrorism, bank robbery, international drug trafficking, mail fraud, crimes committed on federal property, human trafficking, espionage, and hate crimes;
- Cases involving ambassadors and public ministers;
- Admiralty law.
- **National Criminal Database Search:** Search of multi-jurisdictional database compiled from state and county criminal record databases. Sources include court records, incarceration records, prison/inmate records, probation/parole/release information, arrest data, and wants and warrants. This search should be considered a supplemental search and should not be considered as a replacement for a County-level inquiry.
- **National Sex Offender Search:** This is a national search of all registered adult sex offenders. Registration may be required for those convicted of crimes including criminal sexual misconduct in the first or second degree, criminal sexual misconduct with minors, or kidnapping.

#### POST Background Investigations (Unsworn Personnel)

California POST background investigations services on selected candidates for civil positions that may require non-sworn law enforcement background. The investigations will exceed all statutory requirements as required by California POST. The areas of inquiry and investigation shall include, but are not limited to, the following:

- Detailed interviews with candidates
- Personal history statement and review
- Neighborhood check and interviews
- Nationwide criminal history searches
- Current and past employer interviews
- DMV evaluation
- Civil index review and research
- Social Security verification
- Credit report review
- Judgments or liens searches
- Property records
- Personnel files and internal affairs investigation review
- Educational verification with original transcripts and proof of degree award
- Verification of past marriages and divorces
- Numerous reviews of external data sources, include public access data sources such as “Google” along with non-public proprietary sources
- Interviews with current and past employers
- Interviews with elected officials of current and past employers, if applicable

Consultant agrees to present primary and secondary reference letters or interview synopsis with individuals who know the applicants and have the ability to articulate the candidate’s areas of strengths and weaknesses, along with the leadership abilities and management styles.

Consultant will present findings in clear and understandable confidential written report along with all original verified documents attached in accordance with requirements for California POST auditing purposes.

1. Determination of Investigations to be Performed – TruView acknowledges that prior written approval from the County’s Human Resources Director is required before a department/agency/district can

utilize TruView as their background screening vendor. TruView further acknowledges that all requested services shall be based on consultation between the hiring department appointing authority and the Director of Human Resources of their designee.

2. Types and Levels of Investigation Services and Cost – TruView complies with all applicable federal, state, and local laws and regulations in the performance of background screening services. We uncover all relevant information from all states, counties, and federal sources as legally permissible. All background check components are available “a la carte” and/or combined in bundles as per the County’s needs. In Section III – Project Approach and Work Schedule and Section IV – Cost of Services, TruView has addressed requested information that includes:
  - A la carte service options with recommended bundling options based on our understanding of the County’s expressed during our service as your background screening partner
  - Estimated turnaround times and cost of services
  - How far back the investigations will go – TruView regularly performs investigations that go back 7 years, with some searches going as far back as 10 years when permissible and accessible.

Please note that TruView utilizes TransUnion for consumer credit reports.

3. Ownership and No Release of Databases and Confidentiality/Security – TruView does not and will not release or sell databases or mailing lists. Verifications/checks will be used solely for the County’s business and will not be added to a database or used for any other employer’s needs.
4. Compliance with Laws – TruView complies with all applicable federal, state, and county or public agency policies, resolutions, statutory limitations, and laws including without limitation, the Federal Fair Credit Reporting Act (15 U.S. C. §1681 et seq.), the California Investigative Consumer Reporting Agencies Act (Civil Code §1786 et seq.), and the Civil Rights Act.

Should a candidate seek legal action against our firm, TruView keeps legal counsel on retainer at all times in the event of such instances.

5. Changes in Laws – TruView is an active member in the Professional Background Screeners Association. Managing Director Lisa Worgull, the current Co-Chair of the prestigious Education Committee of the PBSA is a subject matter expert with over 20 years of industry leadership. As such, TruView remains abreast of all changes and new legislation that affects the industry. TruView regularly briefs our Clients through flash notifications, website updates, and our newsletter, the *TRU Report*. Management and Team Leaders also make a concerted effort to alert their clients directly whenever a change has impact on a particular search or service.
6. Ordering/Processing – TruView’s ordering process is simple, intuitive, user friendly, and efficient. TruView will work directly with the County to develop and customize forms specific to your needs. Examples of forms provided include Release of Information, Pre-Adverse and Adverse letters, Reference Check interviews, etc.
7. Order Results/Delivery – All information is maintained within TruView’s SOC2-SSAE Type 2 Audited Data Center. The platform allows for the secure transmission, viewing, and retrieval of reports in real time.
8. Turnaround Times and Rush Orders – TruView maintains one of the fastest turnaround times in the industry, with most screens averaging delivery between one and three business days. Through the platform, Clients can check the status of any given request at any time of the day. In the event of a delay beyond the TAT period, the Client’s assigned Team Leader will reach out directly to discuss the reason for the delay, the expected time of return, and any available/extra measures that will be taken to help expedite the screen. These often involve placing a rush on available searches, contacting the courts directly, etc. TruView has the ability to expedite services on request and will make all efforts

and leverage all available avenues to obtain the necessary results within the expedited timeframe. There is **no additional cost** for expedited service beyond the applicable search and court fees.

9. **Candidate Notification** – All candidates are entitled to a copy of their consumer report free of charge and at no cost to the County. TruView maintains full compliance with this process, issuing candidate reports upon request. A candidate need only contact TruView by phone or email and request a copy of their report. From there, our TRU365 system allows for the report to be emailed directly to the candidate utilizing a secure file exchange.
10. **Dispute/Discrepancy Resolution & Legal Action/Court Appearances** – TruView will be available to the County staff, if necessary, to answer questions and/or resolve any issues, claims, or discrepancies as a result of background investigations, without additional cost to the County or the candidate. TruView provides both Pre-Adverse and Adverse Action letters. In addition, TruView can provide templates of Applicant Authorization Forms which detail a candidate’s rights under the Fair Credit Reporting Act.
11. **Usage Reports** – TruView’s TRU365 platform has the ability to generate multiple usage reports, including requesting agency reports, type of searches conducted, cost per service, turnaround times, and many more. Reports are exportable to Excel for ease of filtering data. Examples of usage reports include the Decision report, Hit Ratio report, Metadata report, Status reporting, and the Time Service Report.
12. **Training** – TruView is an industry leader in training. We will provide extensive, customized training for County personnel on legal background checks, the use of the TRU365 platform, etc. We take a leadership role in our industry. TruView is an active member of the Professional Background Screeners Association (PBSA), and the Society for Human Resources Management (SHRM). These organizations are tied to, and keep their membership apprised of, any changes in legislation, notable developments in the industry, and landmark litigation decisions. The TruView Team regularly participates in PBSA and SHRM webinars and attends conferences. TruView publishes a monthly newsletter, The TRU Report, and produces the TruView Professional Webinar Series to help keep our Clients informed of important industry trends and events. TruView provides each Client with a TRU365 User Guide. The contents of the User Guide are proprietary.
13. **Customer Satisfaction and Performance** – TruView prides itself on its customer satisfaction. There are no call centers or multiple transfers to different departments. When contacting TruView, you will be connected with a member of your assigned account team, who know your ordering preferences, past history, and special parameters. At all times, your designated Team Leader (account manager) will be available to you to act as your main point of contact. At the same time, all levels of management, to include the President, are also available to discuss your account should the need arise.
14. **Responsibility of the County** – TruView acknowledges that the County shall be responsible for providing completed applicant’s certification and authorization forms and any other release authorization forms requested by TruView for the candidate’s pre-employment screening/background check. TruView further acknowledges that the County will designate a contract manager to act as a contact person and liaison to the TruView.

## **I. ORGANIZATIONAL INFORMATION**

TruView BSI, LLC  
25 Newbridge Road  
Suite 210  
Hicksville, NY 11801  
888-869-8444

Nicholas M. Auletta, CPP  
President  
516-289-0273  
[nmauletta@truviewbsi.com](mailto:nmauletta@truviewbsi.com)

TruView is committed to meeting and exceeding the needs of all Client requests. We have leveraged a **Team Approach** to projects that takes advantage of TruView’s deep competencies in background investigations and customer-focused services management. Our management and staff have the



experience and professional credentials to expertly perform and deliver superior background screening services. We provide complete management accessibility; account questions, requests, and customer services are handled in personalized fashion by an integral team, **based in the U.S.**

### **Dedicated Team Approach**

TruView uses a Dedicated Team Approach to contracts that provides a core contract team with a backup and support team, allowing us to allocate workload for members of the team depending on the flow of incoming screens. We have found it to be an efficient and effective management system. Our organization is flexible and reacts quickly to Client needs. When you call TruView, you know who will answer: a responsive team who knows the County's representatives, your hiring matrices, and your processes. This helps TruView meet requests and make improvements more efficiently. Our team works with Clients daily to clarify screening results and provide guidance in updating screening practices.

Our Team assignments for the County are as follows:

### **Primary Contract Team**

#### **Executive Contract Administrator**

- ***Nicholas M. Auletta, President—Executive Contract Oversight:*** Nick will provide overall executive oversight of TruView's contract with the County. As owner of TruView, he has more than eight years of experience in customizing, executing, and administering to TruView's background screening and investigative services for over 1000 Clients.

#### **Executive Contract Services Management**

- ***Lisa Worgull, Managing Director, Background Screening Services—Executive Contract Services Management***
- ***Jose Lopez, Assistant Director, Background Screening***
- ***Beatriz Hernandez, Manager, Support Services***

#### **Primary Team Leader/Lead Contract Supervisor—the County's Daily Point of Contact**

- ***Michael Daly, Team Leader***

#### **Dedicated Primary Research Analysts/Analytical Background Screens**

TruView will continue to assign a Primary Research Analyst to the County's account. TruView screeners receive certified FCRA training from the PBSA; TruView's proprietary 15-day training; and ongoing training in screening methodologies and legal compliance practices.

#### **Backup Team**

TruView will continue to assign a Dedicated Backup Team Leader and Backup Research Analysts to your account.

***TruView Team Leader Michael Daly—based in California and leading our California-based Team of Research Analysts—will serve as the Account Manager to the County and will communicate with you on a day-to-day basis. However, part of TruView's Team Approach means our entire team—from the President to the Research Analyst—will be available to you to address your needs and concerns. Your Team Leader/Account Manager will be available via a direct telephone number and/or email address and will provide updates on pending items. TruView is 100% "live"—we do not use call centers, preferring a responsive, direct-to-Client service approach. We will be available to you during County business hours as requested, with extended service support via email and the TruView 1-888 number.***

## II. PROJECT APPROACH AND WORK SCHEDULE

### A. Work Plan/Customized Approach to County of Sonoma Background Screens

We understand that the County of Sonoma seeks a highly qualified partner to perform Background Screening Services in accordance with the descriptions and specifications listed in the solicitation. TruView has the experience, resources, expertise, and customer-centric approach to perform these services for the County at the highest level, meeting and exceeding your expectations.

All background screenings results will be available through the online portal and notifications will be available to County HR Department as updates or completed records update on portal. The platform allows for Client User or Applicant Order Entry order initiation.

TruView is committed to providing consultation to clarify screening results and provide technical assistance and guidance regarding updating practices. Team Leader Michael Daly, based in California, will serve as the County's Account Manager. He and his California-based Team of Research Analysts will be available at all times to consult with the County—as all our personnel, from President and Managing Director to the Research Analysts. TruView will be responsible for providing pre-adverse and adverse action letters in compliance with FCRA.

#### Customized Value-Adds for the County

- *Value-Add for Sonoma County: As incumbent, TruView has historical files for last three years on all the County applicants and will migrate applicants to TRU365 platform (for historical reference) at no additional cost*
- *Value-Add for Sonoma County: TRU365 upgrade with NEOGOV integration at no additional cost to the County—we will waive the County's integration fee from the TruView side (NEOGOV may still charge their own fee).*
- *Value-Add for Sonoma County: TruView's 365 platform has integrated I-9/E-Verify Employment Eligibility Verification capabilities and TruView will waive the integration fee for the County.*
- *Value-Add for Sonoma County: Automatic candidate text messaging at no additional cost.*
- *Value-Add for Sonoma: Integrated Electronic Pre-Adverse/Adverse Action Program offered free of charge.*

#### Work Plan Screening Elements Matrix

TruView customizes background screening services based on Client preferences. TruView will provide all elements within a bundled package per RFP specifications, to include the following:

Investigative Requirements	TruView Investigative Methodology	Turnaround Time
<b>County of Sonoma Service Elements Package:</b>		
<b>Social Security Number Trace &amp; Residential Verification – 7 Years</b>	Confirmation of address history and Social Security number provided by applicant and the identification of jurisdictions for court searches; results may provide additional names, jurisdictions, and other personal identifiers not disclosed by the individual. Searches are initiated on the same day as received and subjects are verified through the SSN trace (identity verification), which also identifies the jurisdictions searched for criminal history. <b>TruView's SSN Trace includes identity fraud indicators.</b>	<b>Instant</b>
<b>Bankruptcy Filings Search – 7 years</b>	Search of federal bankruptcy courts. Searches can be conducted where the individual has lived or worked in the past seven years, or on a nationwide basis	<b>Instant, with positive “hits” possibly longer</b>
<b>Consent-Based Social Security Number Verification (through SSA)</b>	Validation of Social Security Number through the Social Security Agency. The Consent-Based Social Security Number Verification requires an additional form to be filled out by the applicant. The form is then submitted to the SSA. In most cases the validation is instantaneous. The 1-2 business day turnaround is built in for the submission of the form to TruView and correction of any errors prior to verification. Should forms be correct and promptly received the TAT can be instant to minutes for a result.	<b>1 - 2 Business Days</b>
<b>County Civil Search – 7 to 10 years</b>	Civil litigation searches at the applicable county courts where the individual has lived, worked, or was educated in the past seven to ten years. Results may include valuable information regarding an individual's character, problems with previous employers or business associates, financial concerns, or a pattern of litigious behavior.	<b>1 – 3 Business Days</b>
<b>County Criminal Search Felony and Misdemeanors – 7 to 10years</b>	Felony and misdemeanor searches for criminal convictions and pending prosecutions from all counties within a specified state where the individual has lived, worked, or was educated in the past seven to ten years. Includes detailed summary, including but not limited to disposition facts, fines, and status for of parole/probation. Results of this search will yield all names listed in results of Social Security Number Trace. All 3,300+ counties are accessible.	<b>1 - 2 Business Days, with positive "hits" possibly longer</b>
<b><i>Services chart continues on the next page</i></b>		

<b>Consumer Credit Report (Employment)</b>	The Credit Report includes a copy of the individual's credit report, which provides a snapshot of financial history, including information regarding credit rating, range, delinquent accounts, accounts sent to collection, maximum credit limits available, court judgments, bankruptcies, and liens, as well as guidelines and standards for interpretations of the full report, to include a detailed list of known adverse credit items and guidelines and standards for determination of an acceptable range. It may also provide a list of recent inquiries made about an individual's credit. NOTE: Use of credit reports for employment purposes is prohibited in certain states, unless they meet legal exceptions.	<b>Instant</b>
<b>Educational Verification – High School/GED, All College</b>	Comprehensive review that confirms institution attended, courses taken or degrees earned, diplomas, certificates earned and dates attended from universities, colleges, trade and vocational schools, and dates of graduation.	<b>1 – 3 Business Days</b>
<b>Employment Verification - 7 years</b>	The past employers in the last 7 years, with employment history and dates of employment, terminations, resignations, job titles, positions held, current or ending salary, and rehire eligibility. We follow the Rule of 3 in our verifications: three attempts over three days at three different times over three different mediums (email, fax, phone, secondary email).	<b>1 – 3 Business Days</b>
<b>Federal Civil Litigation Records – 7 years</b>	Civil litigation search at the applicable federal courts where the individual has lived, worked, or was educated in the past seven years. Results may include valuable information regarding an individual's character, problems with previous employers or business associates, financial concerns, or a pattern of litigious behavior	<b>Instant or 24-48 Hours, depending on adjudication criteria</b>
<b>Federal District Criminal Search – 7 years</b>	Searches for criminal convictions and pending prosecutions through the Federal court system where the individual has lived, worked, or was educated in the past seven years. Includes detailed summary, including but not limited to disposition facts, fines, and status for of parole/probation. Results of this search will yield all names listed in results of Social Security Number Trace.	<b>Instant or 24-48 Hours, depending on adjudication criteria</b>
<b>Tax Lien &amp; Judgment Records</b>	Appropriate county level searches for paid and unpaid tax liens and judgments where the individual has lived or worked in the past seven years.	<b>1 - 2 Business Days</b>
<b>State DMV Records Check</b>	Status of an individual's driver's license, including traffic violations, failures to appear, and unpaid fines, as obtained through State DMV systems. The report may reveal a history of substance abuse or a pattern of irresponsible behavior. Includes commercial driving license history. Comprises driver history within all states of residency, outside of California, supplied in the past 7 years.	<b>Instant (minutes, for some states)</b>
<b><i>Services chart continues on the next page</i></b>		

<b>National Criminal Database Search</b>	Search of multi-jurisdictional database compiled from state and county criminal record databases. Sources include court records, incarceration records, prison/inmate records, probation/parole/release information, arrest data, and wants and warrants. Millions of records searched.	<b>Instant</b>
<b>National Sanctions and Exclusions Search</b>	Search of nationwide sanctions and exclusions lists to include General Service Agency's debarment list, the Office of the Inspector General's exclusion list, the Specially Designated Nationals and Blocked Persons List, and the Office of Foreign Assets Control Sanctions list, etc.	<b>1 – 2 Business Days</b>
<b>National Sex Offender Registry Search</b>	Nationwide search of all registered adult sex offenders. Registration may be required for those convicted of crimes including criminal sexual misconduct in the first or second degree, criminal sexual misconduct with minors, or kidnapping. Primary and alias name searched.	<b>Instant</b>
<b>Global Watch List/OFAC Search</b>	Results are obtained from a search of over 175 databases covering U.S. and foreign regulatory sanctions, enforcement, and watch lists, including (but not limited to) the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List, Bank of England Consolidated List, European Union Consolidated List, FBI and Interpol Most Wanted Lists, and other international fraud and Politically Exposed Persons (PEP) databases. Potential "hits" are adjudicated at the direct source level before reported.	<b>Instant</b>
<b>Professional License/Certificate Verification</b>	Search of applicable licensing or issuing body to confirm a claimed professional license or association with a professional certifying body. Our Researchers are trained to determine the validity of a license or certification; date and state of issuance; disciplinary actions taken by the governing authority; and renewal and expiration dates. TruView's policy is to verify both claimed licenses or certifications as well as those and located during the course of the investigation. Inquiries are conducted at the applicable official licensing or certification body; however, most can be completed online, as many authorities have made databases available via the Internet. Researchers are instructed to determine the appropriate official source of verification (using websites such as those of BRB Publications and BRN Publications, with its "verifyprolicense.com" resource, for example); alternatively, an internet search can help identify the name of the license to obtain the necessary contact information for the licensing or certifying body.	<b>1 – 3 Business Days</b>
<b><i>Please see the next section for E-Verify services</i></b>		

As a full-service background screening and investigations firm, TruView can customize Sonoma County's screening panel to meet all needs. Below we have included a small sample of additional services that we provide.

<p><b>Social Media Analysis</b></p>	<p>Social media sites are excellent resources for obtaining additional information about candidates. TruView investigators are expert at obtaining useful information from social media searches. Fully FCRA compliant.</p>	<p><b>Instant</b></p>
<p><b>Military Service Verification</b></p>	<p>Review of applicant's DD214. TruView will provide such details as dates of service, rank, pay, character of service, job description, and/or specialties, decorations, performance, and disciplinary record. Inquiries will be made with S-1, MP, and Provost Marshall at assigned bases.</p>	<p><b>1 – 3 Business Days</b></p>
<p><b>Open Source Intelligence</b></p>	<p>Combining best practices of AI technology, analytic algorithms, and expert human analysis, TruView performs open source intelligence (OSINT) for reputational risk.</p>	<p><b>1 – 3 Business Days</b></p>
<p><b>International Background Verification</b></p>	<p>We perform a full range of international searches, including verification of personal information, corporate filings, property ownership, civil litigation, criminal records, bankruptcy records, regulatory/professional licensing resources, employment verification, education verification, and government watch lists. More in-depth investigative services, such as discreet source inquiries into negative reputational information/allegations, are also available. International screens are handled on a case-by-case basis and discussed with the Client before they are begun.</p>	<p><b>5 – 7 Business Days</b></p>

**Optional Risk Intelligence Databases:** Intelligence Database Searches, to include WorldCompliance, results are obtained from a search of over 3,000+ databases covering U.S. and foreign regulatory sanctions and include over 800 international aggregated regulatory sanction and enforcement most wanted lists with over 1.4 million profiles searched.

**Global Watch List/OFAC Monitoring:** Often coupled with our criminal database monitoring, TruView monitors its Global Watch List products on a dynamic basis. Results are obtained from a search of over 175 databases covering U.S. and foreign regulatory sanctions, enforcement, and watch lists, including (but not limited to) the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List, Bank of England Consolidated List, European Union Consolidated List, FBI and Interpol Most Wanted Lists, and other international fraud and Politically Exposed Persons (PEP) databases. Potential "hits" are adjudicated at the direct source level before reported.

**Please refer to our Price Proposal for a more complete listing of additional services over and above those required for the basic and comprehensive background checks, which includes applicable rates and fees for these additional services.**

### International Screens

TruView performs international screens and verifications throughout the world, providing complete global investigative coverage in over 220 U.N.-recognized countries and dependent territories.

International verifications are performed through a combination of on-staff experts (our employees conduct most international verifications in English speaking countries) and our large network of carefully

vetted, trusted third-party consultants in countries throughout the world. We perform a full range of international searches, including verification of personal information, corporate filings, property ownership, civil litigation, criminal records, bankruptcy records, regulatory/professional licensing resources, employment verification, education verification, and government watch lists. More in-depth investigative services, such as discreet source inquiries into negative reputational information/allegations, are also available. International screens are handled on a case-by-case basis and discussed with the Client before they are begun.

All international search results are returned with the official name of court/agency searched and local contact information for secondary verification. TruView is current in all international laws—as well as political developments—that impact international searches. We maintain a country-by-country index that contains specific details on record availability, local privacy issues/laws, requirements for information access (e.g., name in native script, signed releases, need for address history, etc.), estimated turnaround times, and pricing.

**Verification of International Education:** TruView can verify qualification requirements for employment, degrees/diplomas earned at foreign education institutions, such as through the National Association of Credential Evaluation Services (NACES), World Education Services (WES), or through a similarly recognized worldwide education verification service, following our best practices approach.

**GDPR Compliance:** TruView is current in the new EU General Data Protection Regulation regarding international data transfer. Our consent forms have been updated to give applicants the ability to opt out, if so desired (that is, so their information will not be allowed to cross EU borders).

Please note that TruView and our TRU365 platform accommodate and comply with RFP service specifications, to include:

- The ability for the County to merge new data imported to existing lists or data (synchronize the data).
- The ability for the County to create or build its own lists or import data from a spreadsheet.
- The ability to provide email notifications for triggering events and flagged matches.
- The notification and resolution of false positives and option to tag/eliminate resolved matches from future reports.
- The ability for the County to access prior search history and audit trail.
- The ability to produce automated and on-demand detailed reports in Microsoft Excel and PDF format.
- Unlimited users/unlimited searches
- Free training and help support—direct contact at all times with TruView Account Manager/Team Leader Beatriz Hernandez
- TruView will provide the Project Manager a detailed report of screenings, type, and expense sorted by Department and Area on a monthly basis. TruView will address discrepancies or questions on reporting within 48 business hours.

## **B. Online System Capabilities and Ordering/Accessing Processes**

### **TruView TRU365 Platform: Built for the Client**

TruView's TRU365 cloud-based platform is a complete, state-of-the-art background screening system that provides for secure electronic information transfer between TruView and its Clients/authorized users.

TruView's choice of software vendors is predicated on our thorough validation of vendor quality, not simply on cost factors. This software, combined with the talents of TruView's experienced background screening team, gives us the ability to deliver the required checks within contract timeframes. Diligent case notes are kept, so if a backup screener is required, all components of the screening are complete. Unless a Client specified multi-system data integrations, no special technology or software is required for access or compatibility the TruView system.

## **Full ATS Integration Capability**

TruView has successful in numerous with both turnkey SaaS ATS solutions and custom integrations, as well, for Clients that include large government agencies. TruView is a NEOGOV Preferred Partner. In addition to NEOGOV integrations, our capabilities include the ability to integrate with over 50 ATS systems, and we build custom middleware and web-service applications to assist in integrations. The County will have access to the full suite of TRU365 features.

## **Ordering and Viewing/Accessing Reports**

Clients can log onto their secure account page through the TruView portal from anywhere, using any web browser, for fast, secure access to ordering and retrieving reports, 24 hours a day.

**Ordering Reports:** The County of Sonoma's authorized users—or, as desired, applicants, through the Applicant Order Entry feature—simply log in, enter the required information, and press submit to initiate the order. Both methods are encrypted and secure. TruView allows an applicant Notification and Release form to be uploaded at the time the order is placed, or at any time prior to order delivery.

**Viewing Reports:** Clients have electronic access to the real-time status of any background screen. When a report is ready, TruView sends email notification to the authorized user(s). The email contains a link that takes the user directly to the reports page of the secure TruView website. Our customized reports contain a summary of all searches/screens performed and their level of completion. Each screening element in the process is listed separately, with verification points and specific information, as well as any discrepancies found. Discrepancies are color-coded in red assist in the review process.

**Report Output Formats:** Typically, TruView's report output format is Adobe Acrobat, with files available directly through the secure portal/interface or, if requested, via email. However, we can tailor report formats to your unique specifications, as needed, in any file type. TruView sends notification to the authorized user(s) via email that a report is ready. The email contains a link that takes the user directly to the reports page of the secure TruView website. TruView has the full technical capability and complete flexibility to generate all required reports and recommendation notices, tailored to County of Sonoma preferences.

TruView has the full technical capability and complete flexibility to integrate specific data and generate customized reports, tailored to Client preferences. Our data integration capabilities include Client Applicant Tracking systems, batch uploading data, and electronic data from proprietary database systems, as required.

## **Client Control of User Access**

Our system's Multi-Level User Rights allow for secure ordering and retrieval of reports and invoices, with complete Client control of access for each user in their organization. The Client contract manager and other authorized users will be able to log directly onto its secure account page through the TruView Client portal and submit orders for individual background verification checks, as well as access-initiated searches for updates or red flags, and access past reports. We can tailor specific or restricted access per user role, to include multiple parent-child platforms, if required.

## **Management Reports/Account Monitoring Tools**

With TruView, the County of Sonoma will always have the complete historical database from which we can run usage reports at any time and in any format requested, providing an excellent Client monitoring tools. Usage reports contain clearly sorted information as per the request, such as invoice-specific detail or summary detail by item name, username, date, screens, and so forth.

**Viewing Invoices:** Authorized Client users can view current and past invoices, with an export function allowing you to pull the data into an Excel spreadsheet for further analysis. TruView immediately sends email notification that an invoice has been posted for viewing. Hard copy (print) and email invoice options are available. TruView's invoices can be fully tailored to Client preferences, allow for unlimited unique users/recipients.



## C. Platform Security and Privacy

### ***User ID and Password Procedures:***

Our platform is totally transparent and loaded with features. The County will be able to identify individuals responsible for creating a User ID. TruView fully supports the multi-factor authentication requirements of the three major credit bureaus and other providers of sensitive data. Our system also enforces the use of strong passwords, login timeouts and password expiration. We control the frequency of each and restrict login and/or access to credit data by IP Address.

With TruView the designated Client Manager or designated representatives can create unique user ID's and generate a unique password for each user ID. New users are required to reset the password the first time they access the system. TruView is loaded with powerful Client monitoring and usage tools that are customizable, including various metrics and auditing/usage functions that are basic functionalities for TruView.

### **Security Policy Elements**

TruView's security policy elements include:

- ***Dedicated Web Portal:*** TruView's dedicated cloud-based Client web portal gives authorized users the ability to log on securely, from any location.
- ***Encryption:*** Electronic transmission of confidential Client data is protected through encrypted passwords, redundant firewalls, and anti-hacker technologies. All data transmission to and from the servers is encrypted via SSL Certificates featuring SHA-2 and 2048-bit encryption. TruView encrypts sensitive data using industry standard protocols and ciphers. Sensitive data in motion or transit (e.g. data transmitted across a network) is encrypted using HTTPS and TLS 1.2. Sensitive data at rest (e.g. data stored in a database) is encrypted using AES-256.
- ***Endpoint Anti-Virus with TrendMicro X-Gen*** for layered security against viruses and malware
- ***Client Server Environment:*** All background screening data is housed in the highest rated SOC 2 Type 2 audited datacenter. Our applications and your data reside on modern, high-availability servers, protected by multi-level firewall and intrusion detection technology. Our system infrastructure is constantly scanned, and access is audited and recorded 24 hours a day, 365 days a year, and vulnerability scans are performed, externally and internally, on a regular basis by a PCI-approved scanning vendor. The platform undergoes PCI-DSS, E13PA, and SOC2 compliance certifications and assessments.
- ***Vendor Screening and Programming:*** Completed on the Amazon Web Services (AWS) environment, protected by AWS security via the AWS datacenter
- ***Multi-Level User Rights:*** This function gives Client complete control over the level of access for each authorized user in their organization.
- ***Backups:*** TruView conducts full backups nightly, with incremental backups performed on a continual basis throughout each day, with daily backups to two separate backup cloud applications. Additionally, the system utilizes real-time database mirroring across multiple geographically isolated availability zones. In the event of a catastrophic primary database failure, the system can automatically promote a reader instance to primary in a matter of minutes. Additionally, nightly database snapshots are kept for fourteen days allowing point-in-time recovery.
- ***Transaction Records:*** The system automatically logs all transaction activity by username, providing a complete change-history audit trail.
- ***Electronic Signatures:*** TruView has partnered with Adobe Sign for electronic signature capability, adding to data security.
- ***Annual Audit:*** Annual audit through Oxford Solutions Aegis Assess Services to evaluate TruView's network risk profile, including an assessment and analysis of the security program and the security stance of our infrastructure. The assessment aligns with such compliance approaches as the National Institute of Standards & Technology ("NIST") SP 800-53, ISO 27001, the NIST

Cybersecurity Framework (“CSF”) and many others for improving critical infrastructure cybersecurity.

- **Cyber Security Insurance** with third-party liability insuring agreements
- **Social Engineering and Compliance Training** for all staff members
- **Record Retention and Deletion Policy:** We are equipped with an infrastructure to ensure that we meet all data storage and access regulations. TruView will only retain data deemed necessary for the successful implementation and fulfillment of the contract, limiting access to authorized Client personnel. Search data requiring deletion per government regulations and jurisdictional requirements are deleted from the TruView system using a security suite that exceeds U.S. Department of Defense standards for the permanent erasure of digital information.

**Information Privacy Policy:** TruView is committed to protecting the personal information it receives from and about consumers. Accordingly, TruView has developed this Privacy Policy so interested parties can understand how TruView collects, uses, discloses, and protects consumers’ personal information. TruView is a consumer reporting agency, as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. and other applicable state and federal laws, and is required to maintain the confidentiality of all personal information it receives. TruView collects and uses all personal information in compliance with the FCRA.

#### D. Implementation Process and Quality Control

As your partner and incumbent, TruView envisions enacting the next phase of our collective approach to the contract in the following ways:

Customized Project Implementation Plan – County of Sonoma	
Formal Review of all County Users and Personnel	As soon as possible/needed, pending Client availability
Identified Users and Personnel Slated for Introductory Training	As soon as possible/needed, pending Client availability
Discuss with County Details of TRU365 Integration	Based on Client
Users Update and Integration Meeting Completed	Based on Client
TRU365 Platform Training Scheduled	Based on Client
TRU365 Platform Training Conducted	Based on Client
I-9 E-Verify System Training Scheduled	Based on Client
I-9 E-Verify System Training Conducted	Based on Client
Systems Training Follow Up Meeting	30 Days from Training Completion
Additional Trainings Scheduled/Conducted	If Required
Systems Training Follow Up Meeting	60 Days from Training Completion
Additional Trainings Scheduled/Conducted	If Required
Systems Training Follow Up Meeting	90 Days from Training Completion
Additional Trainings Scheduled/Conducted	If Required
Client Check-Up	Periodically after the 90 Day Implementation

#### Training Authorized Client Users

TruView conducts training for new authorized users and refresher training for current authorized users for the duration of the contract.

## **Process Flow for New Screens/Turnaround Times**

New screening orders are initiated on the same day as received/entered. The system assigns screens to the research analyst assigned to the contract. A Social Security Number trace will be performed for each applicant, as it verified the subject (identity verification) and reveals critical information, including addresses/jurisdictions used for criminal history searches. TruView will notify the County should any jurisdictions differ from those reported by the applicant.

## **E. CALIFORNIA MAXIMUM POSSIBLE ACCURACY**

From our California-based office and regular volunteerism with the Professional Background Screening Association, as well as past history with the County of Sonoma, we have a keen understanding of the challenges that the County may face under the scope of work.

As the County is aware, on May 26, 2021, a California Appellate Court ruled in favor of the plaintiffs who charged, in part, that a lower court's practice of providing dates of birth and driver's license numbers to background screeners was a violation of California law. The situation continue to develop but, because of this decision, some California courts are redacting dates of birth in public release of criminal records, and that at least two courts have stopped processing background screening requests altogether to study the matter.

TruView took immediate action when announced, and continues to do so.

### **Status Notification Process, Delayed Reports, and Optional Services**

TruView prides itself on accurate and timely reporting, with a forward facing, client first customer service approach. As such, updates are provided directly to the County of Sonoma designated representative by a dedicated TruView Account Manager. Utilizing our screening platform, designated users are able to view the status of an applicant's file, down to the specific search elements that are clear, contain a record, or are still pending completion. This view provides a snapshot of an applicant's file in real time. Status fields are marked with their corresponding designation when either in process or completed. In this way, the County designated representatives are able to obtain the most current and up to date status on a particular individual at any given time. Regular review and communication between the TruView account manager and the County designated personnel is then utilized to prioritize particular files over others if necessary.

### **Quality Control**

We are committed to 100% quality and accuracy. TruView Team Leaders randomly spot-check our work to ensure that results are comprehensive, reportable, and delivered in an acceptable time. TruView management also performs periodic quality audits on our staff and processes. As part of TruView's aggressive customer service standards, we measure performance through customer surveys to measure metrics and response rates.

**Criminal Searches Using the Most Accurate Means:** As a best practice, TruView verifies criminal conviction records through the most up-to-date, reliable, and accurate means: on-site county court records and, where available, statewide court systems. TruView strictly follows the FCRA "maximum possible accuracy" to the letter in our criminal checks.

**Human Review of All Criminal "Hits":** Findings of criminal history, sex offender status, invalid or questionable Social Security Number, or other discrepancies/negative findings are listed as "flagged" reports. If initial findings require additional research, TruView provides an estimate of when the entire check will be completed and any associated additional costs. TruView will communicate ETAs and other associated information via email.

**Education and Employment Verification Process:** For Education Verification, we work through multiple alternate sources, to include District Offices, Public Repositories, and the Board of Education, to name a few, while providing consistent feedback to our Clients on any use of alternate sources and/or delays. A third-party verification is used only as a last resort to limit the company's exposure to this fee.

**Consumer Dispute Resolution:** Applicants may request the full results of their completed background check at any point after its completion. If an applicant requests a report, we promptly respond on TruView letterhead with a brief acknowledgement of the request, and a full copy of the report. TruView will provide to the County and its applicants, as requested, written information regarding the interpretation of background screening results, process, and specific report elements, including industry-standard terminology, measurements, and concepts. TruView meets all FCRA, and state consumer reporting laws regarding the process, case management, and resolution of consumer disputes.

## **F. Pre-Adverse/Adverse Action Compliance and Best Practices**

TruView confirms that each adverse record located is reportable under the federal Fair Credit Reporting Act (FCRA) and applicable governing state law.

Under the federal Fair Credit Reporting Act, an employer who bases its decision not to hire or promote a candidate on any information, in whole or in part, revealed in a background screen conducted by a third-party Consumer Reporting Agency—that is, a third-party background screening service provider—is required *by law* to send adverse action letters to the applicant.

In the event that background screens identify something in a candidate’s background that is unacceptable to the employer then the employer is required to send a pre-adverse action letter. The purpose of the pre-adverse action letter is to give the applicant notice of a negative finding and allow him or her time to dispute any inaccurate information contained in the report or provide an explanation that might be satisfactory to the employer.

If the candidate does not dispute the negative information within a reasonable amount of time, the employer is required to send an adverse action letter. The adverse action letter must outline the reason for why employment consideration has been terminated, citing the background screening report, the name of the report’s preparer, and their contact information. The letter should include a statement that the background screening provider did not participate in the decision not to hire the candidate and only supplied the background screening report. The letter should also include notice of the candidate’s right to dispute the report’s findings and advise the candidate that they are entitled to receive a free background report from the background screening provider within 60 days of the letter.

Pre-adverse and adverse action letters provide evidence of compliance with the FCRA, which will prove helpful should a rejected candidate pursue the matter in court.

## **G. Customer Service Level Management**

TruView complies with all applicable laws and standards in performing background screening services, including the Federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq., the “FCRA”), Health Insurance Portability and Accountability Act, and all other relevant federal, state, and local statutes, as well as relevant business and professions codes and standards.

As a credit reporting agency (CRA) under the Fair Credit Reporting Act, TruView is audited periodically by providers such as credit bureaus, Department of Motor Vehicles agencies, and data repositories, such as The Work Number. TruView maintains detailed security and data protection policies to ensure we provide as much information to our clients as is legally permissible.

TruView’s background screening offices operate from 8:00 am to 6:00 pm in Eastern, Central and Pacific time zones, providing extended normal business hours. TruView will be available to support your contract needs and provide technical support. TruView provides a 1-888 customer service number for urgent afterhours requests.

TruView is a Client-responsive company, and we provide the resources necessary to meet anticipated Client implementation timelines and processes.

Because we closely manage your background screening program and use a Dedicated Team Approach that ensures consistency, familiarity, and Client responsiveness, we resolve any problems or issues that arise, professionally and expediently.

**Developments in Background Processes:** TruView is an active member of the Professional Background Screeners Association (PBSA), and the Society for Human Resources Management (SHRM). These organizations are tied to, and keep their membership apprised of, any changes in legislation, notable developments in the industry, and landmark litigation decisions. TruView leadership and analysts regularly participate in PBSA and SHRM webinars, as well as attend in-person conferences. Lisa Worgull, TruView's Managing Director of Background Screening, is the current Co-Chair of the prestigious PBSA Education Committee.

All TruView analysts are FCRA-certified and are required to complete and pass a proprietary TruView training program. They are trained in Client contract requirements and receive ongoing professional development and legal compliance training.

TruView is obligated under the Fair Credit Reporting Act (FCRA) to ensure that our partners understand their responsibilities as an end user of a consumer report and/or an investigative consumer report. Therefore, we go the extra mile to ensure that we remain up to date on all regulatory alterations to the compliance landscape. In short, we monitor and educate our staff so that the County of Sonoma will remain compliant throughout all of their background screening investigations.

**Compliance Program:** TruView utilizes a comprehensive, multi-faceted Compliance program. Built with several layers of redundancy, we address necessary compliance items at the federal, state, and local level throughout the course of our investigations. Our Compliance program starts with our training. All TruView Research Analysts must first complete the Fair Credit Reporting Act (FCRA) Basic Certification Program offered by the Professional Background Screeners Association (PBSA), considered the benchmark organization for the background screening industry. This sets a firm training foundation from which TruView builds upon.

In order to stay current with the regulations affecting FCRA compliance, TruView monitors new laws enacted across the country as well as court rulings. Whenever changes are made that may affect the reportability of records, TruView immediately adapts internal policy and procedure to accommodate the new law. We then disseminate this information to all analysts and conduct any trainings as necessary. Team Leaders communicate these changes to our Client points of contact, making them aware of any new regulations and how it may affect reporting going forward. In this way, TruView's Compliance program remains fluid, keeping both analyst and Client abreast of the most current information.

Finally, TruView employs a program of self-audits to ensure that all levels of analysts are adhering to the Compliance program. This is done through a combination of semi, bi, and annual trainings, as well as the previously mentioned quality assurance review of completed work by those in leadership positions. TruView also employs a covert quality assurance audit known as a salted search. The salted search is presented unknowingly to an analyst to test their level of competency, both in discovering the information and adhering to compliance in reportability. These results are reviewed by leadership and the analyst is reinstructed in any areas needed.

### III. COST OF SERVICE

#### Pricing Notes

TruView believes in transparent pricing and provides the below pricing notes to build trust and confidence in TruView's proposed fee schedules.

- **ALL** of TruView's pricing includes the ability bifurcate reports per California law **at no additional cost.**
- Prices do not include court fees or state access fees. Fees, in any, are passed through at direct costs.

- TruView has access to and utilizes databases, screen-scrapers, and robotic process automation within its searches; HOWEVER, the use of such tools are used as identifiers, supplemental searches, and/or “pointers” to locate jurisdictions for further research. Following the FCRA’s “maximum possible accuracy” standard, TruView conducts **direct to court** searches for all ordered jurisdictions.
- When Statewide Criminal Records Searches are not available or “TruView-Approved,” TruView will run the relevant County Criminal Records Searches identified through the Social Security Number History.
- For subjects who have lived in multiple jurisdictions, each additional jurisdiction incurs a separate fee plus the cost of the court fee (if any).
- For employment verifications, TruView will contact previous employers directly, unless that employer requires verifications to be conducted through a third party, such as The Work Number. If a third-party verification service must be utilized, TruView will pass through the access fee separately, as a direct cost. TruView will not contact applicant’s current employer unless given authorization by the client.
- For education verifications, TruView will contact educational institution directly, unless that institution requires verifications to be conducted through a third party, such as Parchment or National Student Clearinghouse. If a third-party verification service must be utilized, TruView will pass through the access fee separately, as a direct cost.
- All searches, unless otherwise specified, are for domestic searches only. Additional fees may apply for international records. Prior to any international records being ordered, the client will be supplied a price quote for that specific search methodology and country. No search will be ordered without the client’s written approval.
- TruView’s proposed Social Media/Google Search is an enhanced solution that maintains FCRA Compliance (which may not be true on a Google Search alone) and uses both of the following search methodologies:
  - An algorithmic social media search for public information exposing toxic employees, sexism, racism, bigotry, terrorism, proclivity to violence, inappropriate language, illegal substance; **AND**,
  - Combining best practices of AI technology, analytic algorithms, and expert human analysis, TruView performs open source intelligence (OSINT) reviews for reputational risk.
- TruView’s Civil Background Search includes a **direct to court** search for ALL jurisdictions (as ordered) the applicant lived, work, or was educated, as well as a search on all names provided. This search is not a database search.

### Services/Fee Schedule

Based on our experience with government clients of similar size, scope and complexity, and our understanding of your needs, please find recommended services for the County of Sonoma.

Background Screening Services Program	
7-Year Package - Screening Elements	Package Price
<ul style="list-style-type: none"> <li>• Social Security Number Trace and Address History</li> <li>• National Criminal Records Database (Primary + <b>Alias</b> Names)</li> <li>• National Sex Offender Registry (Primary + <b>Alias</b> Names)</li> <li>• Local County 7-Year Criminal History Search (1 Jurisdiction, Primary Name)               <ul style="list-style-type: none"> <li>▪ Additional Jurisdictions at an la carte cost</li> </ul> </li> <li>• Government Watch Lists / Terrorism &amp; Sanctions Lists (Primary + <b>Alias</b> Names)</li> </ul>	<b>\$11.25</b>

10-Year Package - Screening Elements	Package Price
<ul style="list-style-type: none"> <li>• Social Security Number Trace and Address History</li> <li>• National Criminal Records Database (Primary + <b>Alias</b> Names)</li> <li>• National Sex Offender Registry (Primary + <b>Alias</b> Names)</li> <li>• Local County 10-Year Criminal History Search (1 Jurisdiction, Primary Name) <ul style="list-style-type: none"> <li>○ Additional Jurisdictions at an la carte cost</li> </ul> </li> <li>• Government Watch Lists / Terrorism &amp; Sanctions Lists (Primary + <b>Alias</b> Names)</li> </ul>	\$15.55
<b>Additional, customized packages available upon request.</b>	
Monitoring Products (Discounting Available for Volume/Combinations)	Price
<ul style="list-style-type: none"> <li>• <b>Continuous Criminal Monitoring</b></li> </ul>	\$1.00/month per individual
<ul style="list-style-type: none"> <li>• <b>ENHANCED Continuous Criminal Monitoring</b></li> </ul>	\$1.25/month per individual
<ul style="list-style-type: none"> <li>• <b>ENHANCED Social Media Monitoring (Per Individual)</b> Existing confirmed sites as well as any newly discovered sites or profiles will be reviewed and flagged for any workplace safety issues - racism/intolerance, violence, potentially illegal activity, and sexually explicit material. Should content be flagged during the review, a notification and report will be sent to Client.</li> </ul>	\$6.00/month OR \$16.00/year
A La Carte Screening Elements	Price
<ul style="list-style-type: none"> <li>• ATS Integration – NEOGOV (or other ATS system)</li> </ul>	<b>WAIVED FOR CLIENT</b>
<ul style="list-style-type: none"> <li>• Custom Programming (for Integrations) – Billed per Hour</li> </ul>	\$175.00
<ul style="list-style-type: none"> <li>• SSN Trace and Address History (Includes AKA Identification)</li> </ul>	\$1.50
<ul style="list-style-type: none"> <li>• Consent-Based Social Security Number Verification (through SSA)</li> </ul>	\$7.00
<ul style="list-style-type: none"> <li>• Integrated Knowledge Base Identity Verification</li> </ul>	\$7.00
Criminal, Civil, and Driving Elements	Price
<ul style="list-style-type: none"> <li>• County/Parish Criminal Records Search (1 Jurisdiction – 7 Years)</li> </ul>	\$7.00
<ul style="list-style-type: none"> <li>• County/Parish Criminal Records Search (1 Jurisdiction – 10 Years)</li> </ul>	\$10.00
<ul style="list-style-type: none"> <li>• Statewide (where available) Criminal Records Search (1 Jurisdiction – 7 Years)</li> </ul>	\$8.00
<ul style="list-style-type: none"> <li>• Statewide (where available) Criminal Records Search (1 Jurisdiction – 10</li> </ul>	\$10.00
<ul style="list-style-type: none"> <li>• Additional Names per Jurisdiction</li> </ul>	\$7.00
<ul style="list-style-type: none"> <li>• Additional Addresses per Jurisdiction</li> </ul>	\$7.00
<ul style="list-style-type: none"> <li>• Federal Criminal Records Check - Nationwide</li> </ul>	\$8.00
<ul style="list-style-type: none"> <li>• National Criminal Database Search</li> </ul>	\$5.00

• National Sex Offender Registry	<i>Included in National Criminal</i>
• Local Jurisdiction/State Sex Offender Registry Search (Manual Search)	\$5.00
• OFAC and Global Watch List	\$3.00
• Interpol Criminal Database Search	\$5.00 per name
• International Criminal, Education, or Employment Searches	Available; Price Quoted per Country
• TruView Criminal Jurisdiction Locator	\$5.00
• Trace Report and/or Civil Report	\$8.00
• County Civil Records Search (1 Jurisdiction – 7 Years)	\$10.00
• County Civil Records Search (1 Jurisdiction – 7 Years)	\$14.00
• Federal Civil Records Check – Nationwide	\$10.00
• Liens and Judgments	\$10.00
• Federal Bankruptcy Search – Direct Source	\$5.00
• CDLIS (Commercial Driver's License Information System)	\$5.00
• Motor Vehicle Records Search	\$2.50
<b>Verification Elements</b>	<b>Price</b>
• Standard Employment Verification (Per Employer – Package Pricing Available) <i>Rule of Three: Three attempts over three days at three different times</i>	\$8.00
• TRUverification - Employment (Per Employer – Package Pricing Available) <i>Rule of Three: Three attempts over three days at three different times PLUS Applicant Contact and approved secondary sources of verification until</i>	\$10.00
• Education/Degree Verification (Per Degree – Package Pricing Available)	\$7.00
• Professional License or Certificate Verification	\$8.00
• Reference Check	\$10.00
• Integrated Electronic Reference Check	\$10.00
• Military Records Verification	\$10.00
<b>Medical Screening Elements (Discounting Available for Volume)</b>	<b>Price</b>
• Medical Sanctions LEVEL 1 - <i>Includes Federal and State Sanctions sources to help meet federal and state compliance guidelines and exceed what is often offered by most providers' Level 1 and Level 1+ solutions.</i>	\$2.00 per name
• Medical Sanctions LEVEL 1 – ANNUAL MONITORING	\$7.00 per name/year



<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 1 – MONTHLY MONITORING - <i>*Monthly Monitoring must run initial Medical Sanctions search first before beginning monitoring (i.e. \$2.00 Medical Sanctions LEVEL 1 search must be ordered before the \$1.00 per name per month charge begins at the end of the first month).</i></li> </ul>	<b>\$1.00*</b> per name/month
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 2 - <i>Includes Federal and State Sanctions sources to help meet federal and state compliance guidelines PLUS a single state's licensing and board disciplinary actions data.</i></li> </ul>	<b>\$4.00</b> per name
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 2 – ANNUAL MONITORING</li> </ul>	<b>\$10.00</b> per name/year
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 2 PLUS Alias – ANNUAL MONITORING</li> </ul>	<b>\$12.00</b> per name/year
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 2 – MONTHLY MONITORING</li> </ul>	<b>\$3.00*</b> per name/month
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 2 PLUS Alias – MONTHLY MONITORING</li> </ul>	<b>\$4.00*</b> per name/month
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 3 - <i>Includes Federal and State Sanctions sources to help meet federal and state compliance guidelines PLUS state licensing and disciplinary actions across ALL 50 states (1,750+ sources).</i></li> </ul>	<b>\$5.50</b> per name
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 3 PLUS Alias</li> </ul>	<b>\$6.50</b> per name
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 3 – ANNUAL MONITORING</li> </ul>	<b>\$12.00</b> per name/year
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 3 PLUS Alias – ANNUAL MONITORING</li> </ul>	<b>\$15.00</b> per name/year
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 3 – MONTHLY MONITORING</li> </ul>	<b>\$5.00*</b> per name/month
<ul style="list-style-type: none"> <li>Medical Sanctions LEVEL 3 PLUS Alias – MONTHLY MONITORING</li> </ul>	<b>\$6.00*</b> per name/month
<b>Compliance Elements</b>	<b>Price</b>
<ul style="list-style-type: none"> <li>Credit Report</li> </ul>	<b>\$7.50</b>
<ul style="list-style-type: none"> <li>Integrated Electronic Pre-Adverse/Adverse Action Program (Both Letters)</li> </ul>	<b>\$3.00 (when used)</b> <b>WAIVED FOR CLIENT</b>
<ul style="list-style-type: none"> <li>Pre-Adverse Action/Adverse Action Letter - Hard Copy (Per Notice)</li> </ul>	<b>\$3.00</b>
<ul style="list-style-type: none"> <li>Electronic Form I-9 Utilization</li> </ul>	<b>\$4.00</b> per name
<ul style="list-style-type: none"> <li>Electronic Integration of E-Verify of New Hires</li> </ul>	<b>\$2.75</b> per name
<ul style="list-style-type: none"> <li>Form I-9 Compliance Versioning Set-Up Fee (according to Federal Laws), including: <ul style="list-style-type: none"> <li>Client Implementation and Integration</li> <li>Secure Electronic Storage</li> <li>Partner Customer Support</li> <li>Software Maintenance</li> <li>Client Hierarchy Set-up</li> <li>Unlimited Users per Company ID</li> </ul> </li> </ul>	<b><del>\$350.00</del> per Client Location</b>  <b>WAIVED FOR CLIENT</b>  <b>\$325.00</b> per Renewal Period
<b>Media Screening Elements (Discounting Available for Volume)</b>	<b>Price</b>

<ul style="list-style-type: none"> <li>• <b>Social Media Screening (Expanded review for toxic employees, sexism, racism, bigotry, terrorism, proclivity to violence, inappropriate language, illegal substance)</b></li> </ul>	<b>\$20.00</b>
<ul style="list-style-type: none"> <li>• <b>Social Media Screening - BASIC (Three-year review for toxic employees, sexism, racism, bigotry, terrorism, proclivity to violence, inappropriate language, illegal substance)</b></li> </ul>	<b>\$15.00</b>
<b>Investigative Elements</b>	<b>Price</b>
<ul style="list-style-type: none"> <li>• Investigative Services</li> </ul>	<b>\$75.00 per hour</b>
<ul style="list-style-type: none"> <li>• POST Background Investigation: Sworn Personnel</li> </ul>	<b>\$1,500.00 per Subject</b>
<ul style="list-style-type: none"> <li>• POST Background Investigation: Non-Sworn Personnel</li> </ul>	<b>\$1,300.00 per Subject</b>
<ul style="list-style-type: none"> <li>• POST Investigative Services</li> </ul>	<b>\$65.00 per hour</b>
<ul style="list-style-type: none"> <li>• Investigative Expenses (Court Fees, Copy Fees, etc.) and Mileage</li> </ul>	<b>Billed at Direct Cost</b>
<b>Monitoring Products (Discounting Available for Volume/Combinations)</b>	<b>Price</b>
<ul style="list-style-type: none"> <li>• TruView360 Government/Terrorist Watch List Monitoring</li> </ul>	<b>\$1.00/month per individual</b>

#### IV. ACCESSIBILITY STANDARDS

TruView affirms compliance with the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act of 1973 that states that the government’s electronic information must be accessible to people with disabilities. TruView follows the current standard which includes Web Content Accessibility Guideline (WCAG) 2.1, Level AA.

TruView has completed and complies with the Voluntary Product Accessibility Template, (VPAT) which provides a preliminary assessment regarding the availability of commercial “Electronic and Information Technology” products and services with features that support accessibility. TruView’s completed VPAT can be reviewed upon request.

#### V. ADDITIONAL INFORMATION

##### **TRU365 Integrated, Nationwide Drug Screening Network**

TruView integrates three of the largest medical testing labs in the United States into our TRU365 background screening platform, giving Clients and applicants real-time web access to a vast network of collection sites and testing laboratories, including after-hours collection sites, clinics with extended hours coverage, and mobile collectors.

TruView provides one convenient, web-based portal for easy registration and viewing. All stages of a drug test transaction can be viewed, from initial report to result reporting. The system provides automated data pre-fill for forms, easy user access controls and a self-serve feature for applicants to schedule tests, real-time status updates, online dashboard views, email updates, online support, and transparent compliance. Our system ensures secure electronic information transfer between authorized users.

**Full Coverage:** TruView provides drug testing coverage throughout the United States, its territories, and the District of Columbia. TruView provides three separate options for Clients to use, wherein Client users can select labs, Applicant can select labs, or a lab can be pre-designated for collection. TruView offers e-Chain of Custody for ease of use but has paper Chain of Custody forms available at designated locations, per Client specifications.

**Availability/Customer Support—Drug Screening Services**

Screening locations provide walk-in screening without an appointment Monday – Friday 8:00 a.m.-6:00 p.m. local time. Many locations within the TruView network provide for variable Saturday testing hours. TruView will provide customer support seven days a week for questions, coordination, and other services.

**Fast Exchange of Test Results:** TruView partners with the lab to ensure secure, confidential, and fast exchanges of results for drug tests. This product uses an electronic chain of custody that are online and real-time. It automatically sends instructions about the drug screen to the donor with all the details about the event. Missed appointments are tracked. The time of collection, as well as specimen status, can be monitored online, 24/7, from any Internet connection.

**Medical Review Officers:** Medical Review Officers (MROs) assisting in this contract will be responsible for notifying applicants of positive, substitute, or adulterated test results, scrutinizing lab results, and verifying legitimate medical explanations for the substance(s) present. Positive tests are confirmed using the laboratory's standard procedures. In the event of a positive drug screen, the MRO will contact the specimen donor to discuss the results of the test. The MRO will release the result as a non-contact positive if they cannot reach the donor, if they do not return calls. The donor can always then call if a prescription could have caused this result. MROs remain current with SAMHSA guidelines and industry best practices

**Text Invitations:** The TruView Platform allows for texting invitations to candidate, at no additional cost.

**Real-Time Viewing of Any Screen/Report:** The TruView platform give authorized Client users electronic access to the status of test results. When a report is ready, TruView sends email notification to the authorized user(s). The email contains a link that takes the user directly to the reports page of the secure TruView website. Our customized reports contain a summary of all screens performed and their level of completion. Each screening element in the process is listed separately, with verification points and specific information, as well as any discrepancies found. Discrepancies are color-coded in red assist in the review process. Authorized users can log in any time and view the status of any screen, whether partial or conclusive results, simply by clicking the Application link.

## Exhibit B

Template #5

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
  - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
  - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
  - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
  - d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
  - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
  - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
  - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
  - d. **County of Sonoma, its officers, agents and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. Required Evidence of Insurance:
    - i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: **Agreement with County of Sonoma 1/1/2022 to 12/31/2025.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, Department of Human Resources, 575 Administration Drive, Suite 116B, Santa Rosa, CA 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**7. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**8. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.