

## AGREEMENT FOR PROFESSIONAL SERVICES

### Pre-Employment Screening and Background Check RFP - 2015

This agreement ("Agreement"), dated as of **November 25, 2015** ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Summit Security Services, Inc. dba Summit of California**, (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified 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 Contractor'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 on a time and material/expense basis in accordance with the Fee Schedule set forth in Exhibit B provided, however, that total payments to Consultant shall not exceed **\$300,000.00**, 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 contractor 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, 2016 to December 31, 2018** with the option to renew upon the mutual consent of both parties, 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 materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) 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 expenses 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 Director, 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 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 C, 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 increase the amount paid under the Agreement, 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/Purchasing Agent 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. Representations of Consultant.

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

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

10. 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.

11. 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.

12. 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  
County of Sonoma  
575 Administration Drive, Suite 116C  
Santa Rosa, CA 95403

TO: CONSULTANT:                Summit Security Services, Inc.  
dba Summit of California  
444 Huntington Drive, Suite 305  
Arcadia, CA 91006  
516-240-2717

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.

13. Miscellaneous Provisions.

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8. 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.

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

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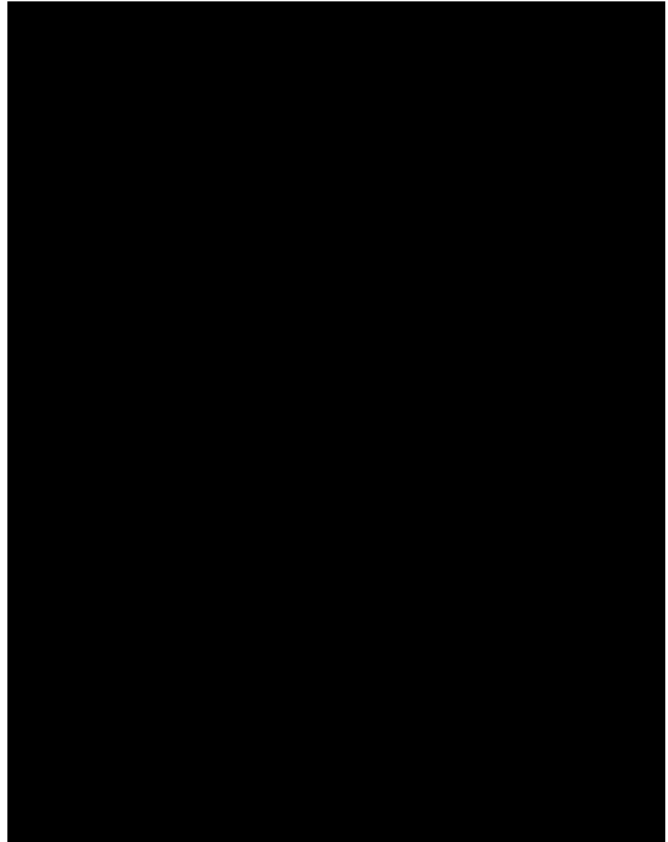
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CONSULTANT: SUMMIT SECURITY SERVICES, INC. DBA SUMMIT OF CALIFORNIA**



**COUNTY: COUNTY OF SONOMA**

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



## **Exhibit A**

### **Scope of Work**

#### **Scope of Work**

Sonoma County requires a qualified background investigations firm to create, research, and deliver pre-employment screening and background searches on candidates identified by the County.

Background searches are applicable for all identified adults and may include:

- Social Security Number Trace / Address History
- Consent Based Social Security Number Verification (CBSV)
- County Criminal Convictions Records (Felony & Misdemeanor) Search (Statewide where Available)
- County Civil Litigation Search
- Federal Criminal Records Search
- Federal Civil Litigation Search
- National Criminal Database Search
- National Criminal Jurisdiction Locator
- Driving Record
- Education Verification (Highest Degree)
- Employment Verification (Last Three Employers)
- Professional License / Certificate Verification
- Consumer Credit Report (Employment)
- Tax Lien & Judgment Records
- Bankruptcy Search
- Nationwide Sex Offender Registry
- Government Watch List
- National Medical Sanctions List
- Right to Work Authorization (E-Verify)
- Pre-Adverse Letter and Final Adverse Letter
- ATS Integration Fee
- Various Investigative Services
- POST Background Investigations (Sworn and Unsworn Personnel)

#### **Element Descriptions**

##### **Social Security Number Trace / 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.

##### **Consent Based Social Security Number Verification (CBSV)**

This check verifies whether a name and Social Security Number combination match the data in SSA records. A separate consent from the applicant is required. Summit will initiate this check when the Social Security Number Trace and Address History Search finds no record of the individual, or if discrepancies are identified.

##### **County Criminal Convictions Records (Felony & Misdemeanor) Search – 7 or 10 Years**

Felony and misdemeanor searches for criminal convictions and pending prosecutions through the respective county courts in those jurisdictions reported in the SSN Trace for the previous seven or 10 years. The recommended best practice is to consider all jurisdictions where the individual has lived, worked, or was educated in the past seven / 10 years.

### **County Civil Litigation Search**

Civil litigation searches at the applicable county courts in those jurisdictions reported in the SSN trace for the previous seven years. The recommended best practice is to consider all jurisdictions where the applicant 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. Case types include complaints in involving fraud, real estate issues, contract disputes, personal injury, and so on. Results do not include cases involving domestic issues (divorce, paternity, child custody) unless domestic violence is involved.

### **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 have limited or exclusive jurisdiction. They 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

### **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. The recommended best practice is to consider all jurisdictions where the applicant has lived, worked, or was educated in the past 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

Federal district court searches only include information from the individual federal district court searched.

### **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.

**National Criminal Jurisdiction Locator**

Based on the results from searches of the multi-jurisdictional database, this search can be used to supplement the SSN trace to disclose additional jurisdictions not reported in the SSN trace in which a subject may have criminal history.

**Driving Record**

Results report the status of an individual's license, including traffic violations, failures to appear, and unpaid fines. Also may reveal a history of substance abuse or a pattern of irresponsible behavior.

**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.

**Employment Verification (Last Three Employers)**

Verification of employment history as reported by applicant from the past three employers or past seven years. Results include verification of title, tenure, salary claims, and eligibility for rehire. Inconsistencies are highlighted.

**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.

**Consumer Credit Report (Employment)**

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. NOTE: Use of credit reports for employment purposes is prohibited in California, unless the position falls under one of eight exceptions. Credit checks should only be requested if the position meets one of these definitions AND the need for an individual's credit history is determined to be job-related and consistent with business necessity.

**Tax Lien & Judgment Records**

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.

**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.

**Nationwide Sex Offender Registry**

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.

### **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.

### **National Medical Sanctions List**

The search examines 55 federal and 46 state health care datasets. Sources include, but not limited to multiple state and federal sources, to include the U.S. Department of Health and Human Services Office of Inspector General List of Excluded Individuals/Entities, Drug Enforcement Agency (DEA), General Services Administration Excluded Parties List System (EPLS/SAM) System for Award Management List, Food & Drug Administration (FDA), Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons, TRICARE Sanctions List, to assist in the identification of health care providers who may have histories of federal or state-level disciplinary actions or disqualifications, The Medical Board of California, and the Medi-Cal Suspended and Ineligible List.

### **Right to Work Authorization (E-Verify)**

Summit performs Right to Work Authorizations; the client provides us the I-9 and we run DHS E-Verify, notifying the client of the results and providing the DHS confirmation number.

### **Pre-Adverse Letter and Final Adverse Letter**

Summit provides legally mandated notifications, such as notification letters and rights under FCRA. At the County's request, Summit performs adverse action notifications. Letters are developed as per client guidelines. A pre-adverse notification letter is sent to the subject if negative information is uncovered. Within three days (or prescribed client timeframe), an adverse action letter is sent. If so authorized by the client, Summit calls applicants for additional information, when necessary. The client can track the initiation and status of pre-adverse and adverse letters on their SummitScreen web page.

### **ATS Integration Fee**

The SummitScreen platform is built to interface with and support standard HR-XML language and numerous other commonly used coding languages, enabling integration with nearly any Applicant Tracking System. In the event the scope of a proposed integration requires additional programming, a development fee of \$100 per hour will apply.

### **Various Investigative Services**

Summit is a full service investigative services firm, with the experience, expertise, and resources to perform services within the scope of such investigative services as:

- Insurance Investigations: Workers' Compensation and Disability Claims, Subrogation, Insurance Defense Claims, AOE/COE Investigations
- Fraud Investigations: Internal Theft, Vendor Kickbacks, White-Collar Crime, Theft of Trade Secrets, Government Fraud, Medicaid and Entitlement Fraud
- Workplace and Workplace Compliance Investigations
- Surveillance Investigations
- Mystery Shops: Controlled-Environment Integrity Shops, Service Quality and Performance Audits, Government Compliance Audits, Brand Integrity and Counterfeit Product Shops, Internal Fraudulent Activity Investigations
- Undercover Operations
- Litigation Support

### **POST Background Investigations (Sworn and Unsworn Personnel)**

Summit's California POST-certified investigators perform comprehensive pre-employment background investigations for sworn and non-sworn positions of law enforcement and public safety agencies. Investigations are conducted in compliance with California Government Code Section 1031; California Penal Code Section 13510; POST Commission Regulations, including Commission Regulations 1952 and 1953; Investigative Consumer Reporting Act; and California Civil Code Section 1786.

### **Determination of Check to be Performed**

Sonoma 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.

Written approval from the County's Human Resources Director is required before a county department/agency/district can authorize a background check on a candidate.

### **New Screening Requests: Timeline**

New screening requests, when entered into the SummitScreen system, follow the following process flow:

- Searches are initiated on the same day as received.
- The system assigns screens to an appropriate analyst assigned to the contract. Analysts verify the subject through the SSN trace (identity verification), which also identifies the jurisdictions searched for criminal history. If jurisdictions differ from that reported by the applicant, Summit notifies the County.
- Criminal checks are ordered immediately upon jurisdiction identification since return times may vary, based on court or jurisdiction. All criminal inquiries are also confirmed by multiple points of identification.
- As results come in, analysts review for accuracy.
- Reports are subject to quality control review before approval for client delivery.
- The SummitScreen platform generates an email to the client, informing them reports are ready to be viewed.

The SummitScreen platform meets and exceeds industry best practices. It provides for rapid background screens on several levels of sophistication, as needed. This software, combined with the talents of Summit's experienced background screening and IT teams, gives us the complete capacity to deliver the required checks within contract timeframes.

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. Criminal checks are ordered immediately upon jurisdiction identification. All criminal inquiries are also confirmed by multiple points of identification. "Red flag" information is communicated directly to the client.

Authorized client users may log directly onto their secure account page through Summit's dedicated client web portal and submit orders for individual background checks. In addition to direct applicant submission, the client can either enter all information for the applicant, or just primary identification information, from which Summit will review and extract all information necessary for the order. Clients can log on at any point during the screening process and view where each record stands. Additionally, Summit communicates ETAs and other associated information via email.

## **SummitScreen Platform Features**

### **Access/Availability**

- 24/7 Access—Log in from anywhere using any web browser for fast, secure access to ordering and retrieving reports.
  - Track Progress—Clients have access to the real-time status of any search.
  - Real-Time Notifications—Order status and e-mail notifications for report and invoice delivery
  - Decreased Turnaround Time—Some results can be made available almost instantly.
  - Archived Reports—Retrieve older reports through the on-line archiving feature.
  - Quick Links—One-click access to recent activity
  - Release Form Upload – allows for release form upload at the time the order is placed or any time prior to order delivery
- 
- Multi-Level User Rights—Allows for secure ordering and retrieval of reports and invoices, with client control over the access for each user in their organization
  - Encrypted Data Transmission—Servers are housed in an SAS 70-audited, high-availability data center, monitored by high-definition cameras and staffed by on-site security personnel, 24/7/365.
  - Nightly Backups—Full backups are performed nightly, with incremental backups performed on a continual basis throughout the day.
  - Electronic Signatures – adds to the security of the process, if needed

### ***Timesaving Features***

- Applicant Order Entry —Allows applicants to enter their own information and while the client maintains complete control of the order ( no extra charge); allows for credit card payments through PayPal is applicants are to pay for their own background screens
- Applicant Tracking System (ATS) Integration —Allows applicants to enter their own information within client’s ATS
- Batch Upload for Multiple Applicants—Converts Microsoft Excel data into HR-XML, enabling the bulk upload of applicant data at once, from one secure spreadsheet
- “Meets Requirements” Tracking Feature—Allows for communication with colleagues if a candidate/applicant meets criteria and tracking the decision
- Customized Order Form—Provides quick order entry tailored to your specific search criteria
- Automated Applicant Rechecks – allows for ordering rechecks on any applicant of group of applicants already in the system, without the need for further data entry

### ***Viewing Reports***

- Quick Links are provided to display recently delivered reports, as well as all work in progress.
- Older reports can be found quickly by last name, SSN, order number, or date range. All orders, past and current, are always on line; the system does not automatically archive data.
- Search and sort criteria under the Applicants tab allow the user to review delivered reports and work in process.
- Reports are customized.
- Reports include a summary section, with a quick view of findings. Quick links open specific components in their own mini-reports. Color-coding provides client alerts.
- A Disputes section allows our clients to monitor ongoing disputes registered by applicants.

### Viewing Invoices

- Clients can view current and past invoices. The software has an export function that allows you to pull the data into an Excel spreadsheet for further analysis.
- Summit immediately sends email notification that an invoice has been posted for viewing.
- Hard copy (print) and email invoice options are available.

### SummitScreen Best Practices Approach and Screening Methodologies

**Professional Analysts:** Only well-trained research analysts with excellent analytical skills are selected to serve Summit and our clients. All Summit screeners are FCRA-certified. They are trained to a standard of complete familiarity with client requirements. Summit research analysts are required to complete and pass and 15-day proprietary Summit training program, as well as achieve FCRA certification. They receive regular, ongoing training in screening methodologies and legal compliance. Our research analysts are trained to see the “big picture,” responsible for each subject search, from start to finish.

**Domestic Operations:** Summit does not outsource verifications or data to overseas call centers. All of Summit’s employees, data, and customer service operations are within the United States.

**Applicant Tracking System Integration Capabilities:** Summit has the complete capability to integrate ATS systems into the SummitScreen platform, allowing authorized users to enter their information directly into any system the County may use now, or in the future.

**Information Technology and Management System:** Summit takes a best practices approach to the latest information management and security technologies. Summit’s information security protocols are developed by the Director of Information Technology, with the consent of executive management and the Co-Presidents.

**Client Training:** Summit provides client staff training, as needed, either on site or remotely via interactive internet media. Training is performed at implementation of the program or whenever needed, and includes written procedures and reference manuals. There is no cost to the client for this training.

**Hours of Operation/24-7 Assistance:** We set aggressive customer service standards to meet the needs of our clients. Summit operates background screening offices from 8 a.m. to 6 p.m. in Eastern, Central and Pacific times, providing extended business hours for the County from 5 a.m. to 6 p.m., Pacific time. Summit provides round-the-clock access for urgent requests, as well as a 1-800 customer service number, with 24/7 emergency assistance through direct cell phone contact with management. All requests are completed in a timely and effective manner. There is no extra cost for expedited services or urgent requests.

**Personal Information Privacy Policy:** Summit is committed to protecting the personal information it receives from and about consumers. Accordingly, Summit has developed a Privacy Policy that explains how Summit collects, uses, discloses, and protects consumers’ personal information. This Privacy Policy applies to personal information about consumers provided by Summit’s clients as well as by individuals who have provided Summit’s clients written authorization to disclose their personal information.

**The Right Mix of Online Database Sources and Local Researchers:** Summit’s research analysts are trained and experience in using vendor and public databases. We take an extremely selective approach to our data sources, combining the most effective database search products from over 30 sources and resulting in more reliable, complete, and accurate background screening results. Summit maintains an extensive, nationwide network of local investigators/court runners who perform expedient



court/document searches, such as county criminal court records. Summit maintains complete coverage of the U.S. to retrieve required court documents and other background information.

**Quality Control Procedures:** Summit's quality control procedures are consistent with our best practices approach and demand for service excellence, and include:

- An extremely selective approach to our data sources
- Vetting all third-party vendors and monitoring performance using salted requests and secondary resources when available for confirmation of adverse records
- All records located are matched by a combination of four (and not less than two) data points
- Verifying all claims made by the applicant, with discrepancies researched and reported
- Confirming that each adverse record located is reportable under FCRA and applicable governing state law. When conflicting laws apply, Summit follows a "most restrictive law" policy.
- Detailed analysis by screeners trained to spot anomalies in data sets
- Model recalibration, based on the discovery of any issues based on our quality control checks
- Reevaluations of all methodologies and procedures to ensure data quality and service

**Accuracy:** Because Summit practices rigorous quality control procedures, we have a very low error/dispute incident rate. Summit's quality control practices include using as many as four data points (full name, date of birth, Social Security number, and known address) to confirm identity. Summit further confirms identify through court records if necessary.

**Red Flag Information:** Findings of criminal history, sex offender status, invalid or questionable Social Security Number, education discrepancies, or other discrepancy/negative finding will be listed as "flagged" reports. If so directed, Summit will contact the County authorized user immediately for direction on whether to continue the check or terminate the effort. If initial findings require additional research, Summit will notify participants and provide an estimate of when the entire check will be completed and any associated additional cost. Through the dedicated web portal, participants will be able to log on at any point during the screening process and view where each record stands. Additionally, Summit will communicate ETAs and other associated information via email.

**International Screens:** Summit surpasses our competitors in leveraging local sources and repositories for the most accurate, complete international screens in virtually any country. With up-to-date intelligence on international and country-specific laws and politics, Summit maintains a country-by-country index that specifies record availability, local privacy issues, access requirements, and estimated turnaround time. We perform a full range of international searches, including verification of personal information, corporate filings and affiliations, property ownership, civil litigation, criminal records, bankruptcy records, regulatory/professional licensing resources, employment verification, education verification, and government watch lists.

**Outsourcing:** Summit does not outsource verifications or data to overseas call centers. All of Summit's employees, data, and customer service operations are within the United States. We maintain a nationwide network of U.S. based court investigators to perform criminal and civil court searches. The only cases where Summit uses resources external to the United States are for international searches. Summit leverages local sources and repositories for the most accurate, complete international screens in virtually any country. Summit performs extensive and complete due diligence on our international third-party researchers; they are verified and Safe Harbor Certified. Summit will not utilize subcontractors in performance of the contract.

## **Turnaround Times**

A Social Security Number trace will be performed for each applicant, as it reveals critical information, including addresses/jurisdictions used for criminal history search. Generally, with the exception of international screens, Summit will deliver a complete Level 1 Screening Package within 48 hours, or two business days. Reports can be accessed through Summit's web-based screening platform.

Criminal checks are ordered immediately upon jurisdiction identification; while 24 hours represents a common turnaround time for most criminal history court searches, return times may vary, based on court or jurisdiction and positive hits obtained. All criminal inquiries are also confirmed by multiple points of identification. Therefore, county/state criminal records searches in which a "hit" is received may take 48 hours or longer to complete, as we review the report to ensure compliance and reportability.

Summit will notify the County of any report that will not be delivered within the required timeframe, the reason for the delay, and the expected completion day/time. Through Summit's web-based screening platform, the County can always review all completed elements, 24 hours a day, even if the remainder of the investigation's elements are not complete. Following are estimated turnaround times for the background screens requested by the County:

- Social Security Number Trace / Address History: 15 minutes
- Consent Based Social Security Number Verification (CBSV) 15 minutes
- County Criminal Convictions Records (Felony & Misdemeanor) Search (Statewide where Available) – 7 Years 24 – 48 hours
- County Criminal Convictions Records (Felony & Misdemeanor) Search (Statewide where Available) – 10 Years 24 – 48 hours
- County Civil Litigation Search – 7 Years 24 – 48 hours
- County Civil Litigation Search – 10 Years 24 – 48 hours
- Federal Criminal Records Search 24 – 48 hours
- Federal Civil Litigation Search 24 – 48 hours
- National Criminal Database Search 24 – 48 hours
- National Criminal Jurisdiction Locator 24 hours
- Driving Record 24 – 48 hours
- Education Verification (Highest Degree) 24 – 72 hours
- Employment Verification (Last Three Employers) 24 – 72 hours
- Professional License / Certificate Verification 24 – 72 hours
- Consumer Credit Report (Employment) 15 minutes
- Tax Lien & Judgment Records 24 – 48 hours
- Bankruptcy Search 24 – 48 hours
- Nationwide Sex Offender Registry 24 – 48 hours
- Government Watch List 24 hours
- National Medical Sanctions List 24 – 48 hours
- Right to Work Authorization (E-Verify): 15 minutes

## **Confidentiality/Security**

Summit takes a best practices approach to the latest information technologies. Summit's information security protocols are developed by the Director of Information Technology, with the consent of executive management and the Co-Presidents. The Director of IT's primary security responsibilities are:

- Develop and manage strategic measures to ensure secure, encrypted access; protect servers and data through anti-viral, anti-spam, and anti-intruder technology

- Provide for client data partition and integrity; provide for secure data transport
- Provide for secure data storage
- Preplan potential vulnerabilities
- Establish system response protocols
- Select and manage Summit's third-party infrastructure monitoring vendor
- Apply industry best practices at all times

### **User Account Management**

Summit has complete facility to restrict login and/or access to credit data by IP address on an individual basis. Our system's Multi-Level User Rights allow for secure ordering and retrieval of reports and invoices, with complete client control over the access for each user in their organization. Through a dedicated web portal for the County, authorized users have the ability to securely log-on – from any location – and review account information.

Summit can tailor specific or restricted access per user role, to include multiple parent-child platforms, if required. This functionality allows for limited system access, such as applicant entry (direct order by applicant/employee) or partial/full access for any designated user. This feature can also limit access for viewing of invoices and/or reports on a user-by-user basis. "Parent" roles have the ability to view all reports and/or invoices over all users, affiliates, and/or cost centers.

Summit's enhanced security enables such access and control parameters as:

- Multi-Factor Authentication (MFA) - an Internet PIN with an expiration date
- Number of login attempts - the maximum number of invalid login attempts allowed
- Login Timeout - enforced re-authentication after a specified period of user inactivity
- Password Expiration - automatic expiration of passwords after a specified number of days

The system automatically logs all transaction activity by username, providing a complete change history audit trail. Electronic signatures add to the security of the process, if needed

### **Document Backup and Destruction**

Electronic data identified for destruction is accessed through a single point by an authorized Summit user, then deleted in a manner which completely sanitizes the storage drive without the movement or transfer of any electronic files. Data requiring deletion is performed with a security suite that exceeds U.S. Department of Defense standards for the permanent erasure of digital information. Summit's data retention timetable is:

- Three months' availability on DATTO application
- Each month data is backed up to external hard drive forever
- Monthly backup to cloud application
- Monthly backup on tapes in fireproof safe at Summit headquarters

### **Encryption**

Electronic transmission of confidential client data is protected through encrypted passwords, redundant firewalls, and anti-hacker technologies. An MPLS network is used to transfer data among sites. Our system is secured with 256-bit SSL encryption; all data to and from the servers, including XML traffic, is encrypted using SSL certificates issued and managed by Thawte, a division of VeriSign. Storage is protected through virtual servers with hourly (daily) and monthly DATTO cloud backup.

### **Protecting Servers and Storage Devices**

**Physical Security:** SummitScreen servers are housed in a locked cabinet, in a secure, SSAE 16 SOC 2 Type 2 audited data center. The facility is monitored by on-site security and technical personnel

twenty- four hours a day, seven days a week. Entrance to the data center is restricted to authorized personnel who must sign-in, insert a valid card-key, and undergo a biometric scan (fingerprint), prior to being granted access.

**Network and Data Security:** SummitScreen servers are housed in an SAS 70-audited, high-availability data center, monitored by high-definition cameras and staffed by on-site security personnel, 24/7/365. Servers are protected by multi-level firewall and intrusion detection technology. Vulnerability scans are conducted on a regular basis by a PCI-approved third-party firm. The system is designated as EI3PA compliant by Experian.

Summit operates a client server environment utilizing Windows Server 2003 and SQL servers; we are current in all upgrades and recommended patches. Service modules are updated automatically with new virus/hacker detection signatures as they become available. Anti-spam software is regularly updated.

Summit has never experienced a security breach with any corporate or client data. In the unlikely event of a breach, Summit will notify the County within one hour of the occurrence, and follow set guidelines to minimize and remedy the breach. Summit will provide the County with full documentation of the event, steps taken to resolve, and measures implemented to prevent future occurrences of similar nature.

### **Physical Security**

Summit's at-rest data is stored with First National Technology Solutions (FNTS), a technology infrastructure company that provides data center services to businesses throughout the United States. Its state-of-the-art, \$70 million Omaha Data Center houses Summit's critical systems and operations in a location constructed of reinforced poured concrete built to withstand 200+ mph winds, with dry moat that extends the entire perimeter. It is built with redundant power, redundant communications, and redundant environmental, resulting in high-level Internet connectivity, security, and power. Through multiple security features, data is protected 24/7/365.

### **Ownership and No-Release of Databases**

Summit understands that data security and confidentiality is of the highest importance to Sonoma County. Summit does not sell its database or mailing lists. Information gained from background check services ordered by Sonoma County will not be added to a general database or utilized by any other Summit client.

### **Compliance with Laws**

Summit background investigation services are compliant with all applicable local, state and federal laws and regulations, including:

- The Fair Credit Reporting Act
- California Investigative Consumer Reporting Agencies Act

### **Changes in Laws**

Only well-trained research analysts with excellent analytical skills are selected to serve Summit and our clients. All Summit screeners are FCRA-certified by the National Association of Professional Background Screeners. They are trained to a standard of complete familiarity with client requirements. All Summit research analysts are required to complete and pass a three-week, proprietary Summit

training program, as well as achieve FCRA certification. They receive regular, ongoing training in screening methodologies and legal compliance. Our research analysts are trained to see the “big picture,” responsible for each subject search, from start to finish. They interface directly with clients, providing high-level customer service in answering their questions, guiding them through the process, and meeting their needs—personally.

Summit managers hold both the Basic and Advanced FCRA certifications under the National Association of Professional Background Screeners. Summit’s Human Resources Department tracking software ensures that all licenses and certifications are up to date.

The Summit team maintains a deep knowledge of applicable federal, state, and local laws regarding background screening, and of how changes in the laws affect our clients. As a member of the National Association of Professional Background Screeners Education Committee and Government Relations Committee, Senior Manager Lisa Worgull is well informed with respect to industry and legal trends and changes. Summit will communicate important developments—such as legislative and regulatory changes, industry trends, and legal rulings—to assist you in making informed decisions and enhancing legal protections. Periodically, we furnish relevant white papers, industry news, and newsletter updates. Lisa will be available to discuss any legal or compliance issues you may have. Summit’s vigilant, cost-effective service approach includes preparing clients in advance to uncomplicated the process of international screens on a country-by-country basis.

### **Ordering/Processing**

SummitScreen allows authorized the County representatives to simply log in, enter applicant information, and press submit to initiate the order. We also provide the function whereby applicants can enter their own information through a secure link. Both methods are encrypted and secure. Summit’s customized order form provides quick order entry tailored to your specific search criteria, and our system allows for automated rechecks on any applicant or groups of applicants in the system, without having to enter more data. SummitScreen acknowledges receipt of requests via email. Summit’s technology integration capability allows authorized users to enter their information directly into the County’s applicant tracking system. SummitScreen acknowledges receipt of requests via email. Summit’s online system includes applicant FCRA forms/letters in electronic format.

### **Order Results/Delivery**

Our system's Multi-Level User Rights allow for secure ordering and retrieval of reports and invoices, with complete client control over the access for each user in their organization. Through a dedicated web portal for Sonoma County, designated employees have the ability to securely log-on – from any location – and initiate background screenings. Summit can tailor specific or restricted access per user role, to include multiple parent-child platforms, if required by Sonoma County. This functionality allows for limited system access, such as applicant entry (direct order by applicant/employee) or partial/full access for any Sonoma County designated user. This feature can also limit access for viewing of invoices and/or reports on a user-by-user basis. "Parent" roles have the ability to view all reports and/or invoices over all users, affiliates, and/or cost centers. The Sonoma County contract manager and other authorized users will be able to log directly onto its secure account page through the Summit 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. Summit has partnered with Adobe Echosign for electronic signatures in release forms, which can be retrieved at any time by authorized County personnel.

## **Rush Orders**

We set aggressive customer service standards to meet the needs of our clients. Summit operates background screening offices in New York and California, both of which operate normal business hours from 8 a.m. to 5 p.m. This provides extended business hours for our clients throughout U.S. time zones. As it is our goal to be the most client-responsive background screening services firm for the County, Summit provides round-the-clock access for urgent requests, as well as a 1-800 customer service number. We also provide 24/7 emergency assistance, with accessibility through direct cell phone contact with management and research analysts. Our team is available to you at all times—as scheduled or on short notice, if needed—to discuss the administration of the contract; policies and procedures; evaluation of services; and other matters such as review of job progress, work quality, and resolution of problems or concerns. Reports are provided, as required. All requests are completed in a timely and effective manner.

## **Training**

Summit will train all County authorized users in the SummitScreen system as soon as possible. Training will be in-person or via webinar, based on the County's preference. The Summit team will be available as needed for re-training or to train new authorized users.

As mentioned above, Summit will deliver training on-site or via webinar, as per the county's request. Please note that Summit's online portal is highly accessible with an intuitive interface; users typically require only several hours of training.

## **Customer Satisfaction**

Summit maintains open lines of communication with clients. Our clients communicate directly with research analysts assigned to the case. Complete screening capabilities and expertise are matched with a personalized service approach and complete management accessibility. Day-to-day questions, concerns, and requests are handled in personalized fashion by an integral Summit team, based in the United States. We do not use customer service centers or call centers.

As it is our goal to be the most client-responsive background screening services firm for the County, Summit provides a 1-800 customer service number, as well as 24/7 emergency assistance for urgent requests, with accessibility through direct cell phone contact with management and research analysts. Our team is available to you at all times—as scheduled or on short notice, if needed—to discuss the administration of the contract; policies and procedures; evaluation of services; and other matters such as review of job progress, work quality, and resolution of problems or concerns. Reports are provided, as required. All requests are completed in a timely and effective manner.

We track the quantity and outcomes of daily client interactions, and they are part of weekly management audits. Problems or concerns are handled expediently and directly by the account management team. To uphold our standards and high levels of customer satisfaction, Summit maintains open lines of communication with our clients, supplemented by bi-annual or annual surveys. Senior Manager Lisa Worgull is the primary management contact and primary escalation point. The line of communication between Lisa and executive management is fluid and open, providing for escalation as needed.

## **Applicant Notification and Dispute/Discrepancy Resolution**

Summit complies with and follows the Fair Credit Reporting Act (FCRA). 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 Summit letterhead with a brief acknowledgement of the request, and a full copy of the report. The letter also includes Summit's toll-free customer service hotline. As a value-add, in addition to providing an avenue for filing disputes, applicants may contact our hotline for further details on the contents of a report (for example, how much longer a criminal record can be reported, and so forth).

Because Summit practices rigorous quality control procedures, we have a very low dispute incident rate. Summit's quality control practices include using as many as four data points (full name, date of birth, Social Security number, and known address) to confirm identity. Summit further confirms records through local public and court records as required. Our high accuracy rate can also be attributed to additional resources and standards applied to our background screening procedures, such as our highly trained personnel. *Roughly four percent of reports are sent through Summit's compliance department to ensure that our levels of accuracy are being maintained.*

Summit will communicate with Sonoma County's staff—and if necessary, the applicant—to answer questions and resolve any issues or discrepancies with regard to obtained results of background investigations, at no additional cost to Sonoma County's or the applicant. In the event an applicant disputes a report's accuracy, Summit will re-run the background check, taking additional steps to match identifiers, and verify any or all disputed elements. No formal inquiries or reports are required for an applicant to file such a dispute. As a value-add, we provide a toll-free customer service hotline to assist candidates with disputes, as well as answer any questions they may have about the screening process and subsequent reporting. Summit will keep direct contact with the applicant throughout the process, and will allow applicants to submit any evidence supporting the disputed element(s). To maintain transparency with Sonoma County, a "Disputes" section of the SummitScreen platform allows you to monitor ongoing applicant disputes.

Additionally, as a value-added service, Summit's customer service representatives are available to assist applicants in the process of correcting erroneously reported information. For example, Summit cannot directly amend the contents of a disputed consumer credit report but our representatives are pleased to provide applicants with all necessary contact information and required steps for correction with the appropriate agency. We commit to uphold the highest measures of excellence and service with Sonoma County's, as we do with all of our background screening clients. In the rare event that screening inaccuracies occur by fault of Summit, we will credit the cost of the check, plus any associated fees.

Background check disputes are normally resolved with 48 hours; however, the time required to resolve a dispute is dependent on the time that the local jurisdiction requires to respond to Summit's further inquiries. Summit maintains ready access to legal counsel and is able to respond to any legal challenge from a dissatisfied candidate.

## **Candidate Notification**

Summit obtains information on an individual consumer only upon the request of a user (e.g., Summit's client) who has a permissible purpose under the FCRA to request such information. The FCRA requires the user certify to Summit that it has obtained the consumer's written consent to request

information before Summit can supply the requested information. The user must submit to reasonable audits by Summit to confirm that it is, in fact, obtaining such consents.

Any consumer, upon proper identification, has the right under the FCRA to request that Summit furnish to the consumer any and all information it may have on that consumer. The consumer has the right to dispute the accuracy or completeness of any information contained in the consumer's file. Summit will make a good faith effort to provide the consumer with access to the information. Additional information regarding consumers' rights under the FCRA may be obtained by contacting Summit.

Summit retains all information pertaining to candidates submitted by the county and will reply promptly to candidate requests for detailed or summary reports.

### **Legal Action/Court Appearances**

Summit is a client-responsive firm. While Summit is not a legal firm, to the greatest extent legally permissible and technically feasible, Summit will assist the County should legal actions result from the background investigations performed under the contract, such as by providing testimony for court/administrative hearings. Summit is a full-service investigative services firm; as such, litigation support is a core competency.

### **Usage Reports**

With SummitScreen, Sonoma County 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 tool. Usage reports will be clearly titled and contain information clearly sorted, according to the request, such as invoice-specific detail or summary detail by item name, user name, date, screens, and so forth.

SummitScreen give us extensive search and sort capabilities, from which we can prepare detailed reports on an ad hoc basis. For example, we can create turnaround reports, showing the time from order submittal to delivery, calculated to the second.

### **Performance**

Summit background check services conform to standards set by the National Association of Professional Background Check Screeners (NAPBS) and comply with the requirements of the Fair Credit Report Act. As mentioned above, All Summit screeners are FCRA-certified by the National Association of Professional Background Screeners. They are trained to a standard of complete familiarity with client requirements. All Summit research analysts are required to complete and pass a three-week, proprietary Summit training program, as well as achieve FCRA certification. They receive regular, ongoing training in screening methodologies and legal compliance. Our research analysts are trained to see the "big picture," responsible for each subject search, from start to finish. They interface directly with clients, providing high-level customer service in answering their questions, guiding them through the process, and meeting their needs—personally.

### **Responsibility of the County**

Summit will designate a contact coordinator to act as a contact person and liaison between Summit and Sonoma County.





## Exhibit B Fee Schedule

Sonoma County, California – Cost of Services		
A La Carte Screens	Unit Price	
Social Security Number Trace and Address History (Identity Report)	\$2.50	
Consent-Based Social Security Number Verification (CBSV)	\$7.00	
Additional Names per Jurisdiction	\$8.00	
Additional Addresses per Jurisdiction	\$8.00	
County Criminal Convictions Records Search (per County) - 7 years	\$8.00	
County Criminal Convictions Records Search (per County) - 10 years	\$12.50	
Statewide Criminal Search (per State)	\$8.00	
Consumer Credit Report (employment)	\$8.00	
Education Verification (highest degree)	\$8.00	
Employment Verification (last three employers)	\$8.00	
Federal Criminal Records Search	\$8.00	
Driving Record	\$3.50	
National Criminal Jurisdiction Locator	\$6.00	
Government Watch List	\$4.00	
National Medical Sanctions List	\$8.00	
Nationwide Sex Offender Registry	\$3.50	
Professional License / Certificate Verification	\$8.00	
Trace Report and/or Civil Report	\$8.50	
Right to Work Authorization (E-Verify)	\$6.00	
County Civil Litigation Search (7 year)	\$10.00	
County Civil Litigation Search (10 year)	\$15.00	
Federal Civil Litigation Search	\$10.00	
Tax Lien & Judgment Records	\$10.00	
Bankruptcy Search	\$5.00	
Level 1 Screening Package		
Screens	Price: 7-Year Search	Price: 10-Year Search
Social Security Number Trace/ Address History County Criminal Convictions Records Search (statewide where available) National Criminal Database Search Government Watch List	\$11.25	\$15.55



*Sonoma County Cost of Services, continued*

**Pricing Notes**

Prices do not include court fees, state access fees, or Department of Motor Vehicle access fees. Fees, if any, are passed through at direct costs.

When Statewide Criminal Records Search are not available or Summit-approved, Summit will run the relevant County Criminal Records Searches identified through Social Security Number history. One (1) jurisdiction is included within each package for County Criminal Records Search.

For subjects who have lived in multiple jurisdictions, each additional jurisdiction incurs a separate fee plus the cost of the court fee.

An additional jurisdiction is defined as a county, state, and/or federal court district in which the subject has lived. Summit will run all jurisdictions the subject lived in over the past seven years, identified during the course of the investigation, unless specified otherwise by client.

Subjects with AKAs, aliases, maiden names, and significant spelling variations will be screened using the alternate name through all applicable search methodologies at a separate package fee plus the cost of any applicable court fees. Summit will run all alternate names for the subject identified during the course of the investigation, unless specified otherwise by client.

For employment verifications, Summit will contact up to three (3) previous employer 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, Summit will pass through the access fee separately, as a direct cost. Summit will not contact then applicant's current employer unless given authorization by the client.

For education verifications, Summit will contact the candidates' educational institutions directly from where they obtained their highest degree. If an educational institution requires all verifications to be conducted through a third party, Summit will pass through the fee separately, as a direct cost.

Unless otherwise specified, all searches 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.

*Cost of Service continues*



*Sonoma County Cost of Services, continued*

Additional Services	
	Unit Price
Pre-Adverse Letter	\$5.00 per applicant
Final Adverse Letter	\$5.00 per applicant
ATS Integration Fee	\$100.00 per hour
Various Investigative Services	\$75.00 per hour
POST Background Investigations	Fee
POST Background Investigation: Sworn Personnel (Police, Fire)	\$1,500 per subject*
POST Background Investigation: Non-Sworn Personnel (Dispatchers, Civilian Staff)	\$1,100 per subject*
Supervisory/Scoping of Investigation and Field Investigators	\$66 per hour*
Database and In-Office Investigators	\$55 per hour*
Additional Fees**	No additional fees for copying, mailing, administration, and quality assurance inspections
<p>* Summit will charge any usual and customary expenses (such as auto mileage, tolls, court retrieval documents, parking, search fees, etc.) as a pass-through at direct cost.</p> <p>** When significant travel is required, Summit will provide the County of Sonoma with an itemized list of expenses, as well as copies of receipts for all expenses occurred. Any such expenses will be passed through at no added mark-up to the County of Sonoma. Additionally, Summit will not perform any significant travel without the prior approval of the County of Sonoma. When mileage applies:</p> <ul style="list-style-type: none"> <li>• For locally based investigations, mileage will be calculated from the County of Sonoma ordering authority.</li> <li>• For non-local investigations, mileage will be calculated from the County limit to location of investigation.</li> </ul>	

**SUMMIT OF CALIFORNIA P.I. 26577**

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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 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 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 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 Limit: \$1,000,000 per claim or per occurrence.
- 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 the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. Required Evidence of Insurance: Certificate of Insurance.

### 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: **Summit Security Agreement 1/1/16 to 12/31/18.**
- 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.