

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



ITEM: 3.32
(ID # 22566)

MEETING DATE:
Tuesday, August 01, 2023

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approve the Online Background Report Service Agreement with AccuSourceHR, Inc. for up to \$200,000 annually for five (5) years with one five (5) year renewal option through June 30, 2033, All Districts. [Total Cost \$2,000,000, 100% Departmental Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Online Background Report Service Agreement with AccuSourceHR, Inc. for up to \$200,000 annually for five (5) years through June 30, 2028 with one five (5) year renewal option for a total of up to \$2,000,000 through June 30, 2033; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: Sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and
3. Authorize the Chair of the Board to sign three (3) copies of the Agreement, and direct the Clerk to retain one copy and return two to Human Resources for distribution.

ACTION:

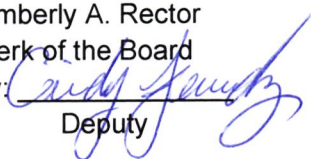

Michael Bowers, Assistant HR Director 7/13/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 1, 2023
xc: H.R.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 200,000	\$ 2,000,000	
NET COUNTY COST	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% Human Resources General Support Services (GSS) Rate			Budget Adjustment: No	
			For Fiscal Year: 23/24-32/33	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Prev. Agn. Ref.: 08/02/22 3.18

Summary

On August 2, 2022 (M.O. 3.18), the Board approved the award of RFP #HRARC-088 and Service Agreement to AssureHire for online background report services. During testing and validation leading up to implementation, there was found to be a misunderstanding in the requirements, of no fault of either party, and HR and AssureHire could not come to a mutually agreeable solution. Subsequently, the next most responsive bidder (AccuSourceHR) was contacted, HR presented the same clarification to the requirements, and AccuSourceHR was more responsive. For those reasons, HR and Purchasing have cancelled the agreement with AssureHire and propose the Agreement with AccuSourceHR be executed.

The Human Resources Department uses background reports to conduct pre-employment and pre-appointment background checks on behalf of those County departments utilizing its background check services. Background checks are conducted on different types of County applicants, including employment candidates to whom job offers have been made, as well as volunteer applicants, contractor applicants, and clinical privileges applicants.

The primary goal of the background check program is to obtain information to make well-informed decisions about the suitability of applicants while mitigating claims of negligent hiring and retention.

Background reports include a seven-year address, employment, and criminal conviction history, credit report (depending on position), education verification, sex offender registry search, and state motor vehicle report.

Currently the Human Resources Department processes third-party background checks and verification of employment and education by logging into an outside portal to complete information on the candidate being screened. The vendor then sends the candidate a link to complete necessary information in the same outside portal to start the screening process. Once complete, a link is sent to the County to access the results of the background check. Then if the

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report needs to be in the applicant's record in NeoGov, the Department has to download a copy and import it into NeoGov.

With this award, candidates will no longer have to access a separate portal, and the background process will become streamlined. Human Resources will be able to order the background report from within the recruiting system, currently NeoGov, and the report results will be electronically returned in NeoGov, becoming part of the applicant's record.

Impact on Residents and Businesses

There is no negative impact on residents or businesses.

Additional Fiscal Information

In FY20-21, HR performed 5,300 background checks. In FY21-22, that number has nearly doubled to 10,000. The average cost per background check, not including any other fees or more extensive packages, is \$18. The recent level of recruitment activity is expected to continue, therefore the Department is requesting an annual not-to-exceed amount of up to \$200,000 for up to 10 years, for a grand total of up to \$2,000,000.

Contract History and Price Reasonableness

On May 20, 2002 the Purchasing Department on behalf of Human Resources issued Request for Proposal (RFP) #97917 from which USA Fact of Riverside, CA was awarded a four (4) year contract for Online Background Report Services. It was extended until 2008 when the County issued and awarded RFP #HRARC-029 to ScreeningOne, Inc. for five (5) years until 2013 when the County issued RFP #HRARC-053 and awarded Accurate Background in 2014 to integrate with the County's then Talent Acquisition Management (TAM) software so that recruiters could order, track, and view reports from within the PeopleSoft TAM interface.

On April 7, 2020, the Board approved NEOGOV to replace PeopleSoft TAM 9.0 as the County's new Recruitment and Onboarding platform (Agenda Item #3.72). On December 1, 2021 RFP #HRARC-088 was released soliciting bids from online background report service providers with integration with NEOGOV. The notification was sent to four vendors and advertised publicly on the Purchasing website RivcoPRO portal. Five responses to the solicitation were received. On March 16, 2022 pre-award demonstrations were provided by the top two bidders. On March 22, 2022 a demonstration was provided by NEOGOV and the top bidder. On March 23, 2022 a Request for Clarification was issued to the top bidder to clarify their pricing.

The Purchasing and Human Resources Departments found AssureHire to be the highest scoring most responsive bidder, and considering AssureHire had already integrated with NEOGOV, and other bidders would have charged a minimum \$200 integration fee, AssureHire was also the overall lowest cost provider. However, with AccuSourceHR now considered the most responsive bidder, they are honoring their proposed pricing from the bid, which will result in ongoing cost savings as compared to AssureHire. For those reasons, HR and Purchasing propose to switch the award from AssureHire to AccuSourceHR.

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Review/Approval

RCIT and TSOC approved the use of AssureHire software on June 2, 2022 H-11 Review Process No. PR2022-11795. RCIT approved the use of this software on July 10, 2023, H-11 Review Process No. REQ0259216. County Purchasing concurs with this request, and County Counsel approved the Agreement as to legal form.

ATTACHMENT A. AccuSourceHR Online Background Report Service Agreement



Meghan Hahn, Deputy Director of Procurement 7/13/2023



Jim Smith, Chief Information Officer 7/13/2023



Gregg Gu, Chief Deputy County Counsel 7/18/2023

ONLINE BACKGROUND REPORT SERVICE AGREEMENT

between

COUNTY OF RIVERSIDE

and

AccuSourceHR, Inc.



AUG 01 2023 3.32

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This Service Agreement is made and entered into by and between AccuSourceHR, Inc., a California corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions, in accordance with Attachment I, HIPAA Business Associate Agreement.

1.2 COUNTY agrees to those conditions in Exhibit C, AccuSourceHR ADDENDUM, that do not conflict with the terms of this Agreement. In the event of any conflict between the conditions in Exhibit C and the terms of this Agreement, the terms of this Agreement shall govern and control, to the extent permitted by all applicable laws, rules and regulations (including without limitation those of the Fair Credit Reporting Act (FCRA) and California Consumer Credit Reporting Agencies Act (CCRAA)), and any reasonable rules or guidelines that CONTRACTOR has established to conduct business as a Consumer Reporting Agency.

1.3 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.4 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.5 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both Parties and continues in effect through June 30, 2028 with one five (5) year renewal option through June 30, 2033, unless terminated earlier. The County also reserves the right to exercise an option to temporarily extend the Agreement term for up to one hundred eighty (180) calendar days, for any reason.

2.2 CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$200,000 per fiscal year (July 1 through June 30) including all expenses. The COUNTY is not responsible for any unauthorized* fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. *Orders for background checks placed by COUNTY personnel are considered authorized services.

3.2 No price increases will be permitted during the first year of this Agreement, except for third-party access fees which are subject to change without notice. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY where such decrease was offered to a governmental entity of similar volume. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement, except for third-party access fees. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change in Consumer Price Index- All Consumers, All Items - Riverside-San Bernardino-Ontario, CA for the immediately preceding twelve (12) month period January through January and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within forty-five (45) calendar days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY (with such acceptance not to be unreasonably withheld or delayed). For this Agreement, send original invoices to:

Riverside County Human Resources
4080 Lemon Street 7th Floor
Riverside, CA 92501
HRFinance@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division;

Agreement number (**HRARC-96130-002-06/28**); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 Either party may, upon five (5) days written notice terminate this Agreement for the other party's default, if the defaulting party refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure within ten (10) days of receipt of notice of default. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 If notice of termination includes a transition close-out period, CONTRACTOR shall:

- (a) Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and
- (b) Assist the County in the orderly transition and transfer of all collaborations and committees to the County and subsequent Contractor(s); and
- (c) Provide, in a timely manner, all files and information deemed necessary by the County for use in subsequent contracting activities without additional cost to the County or the new Contractor(s); and
- (d) Cooperate with the County during a transition close-out period to ensure orderly and seamless delivery of services.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement except where such compensation has been earned prior to termination.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Deliverables

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the non-exclusive property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties, except where prohibited by law. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY, except where required by law.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest (i.e. benefit or advantage), including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not materially in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future

performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. If CONTRACTOR fails to promptly remedy a material defect or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third-party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all Covered Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months or if CONTRACTOR otherwise performed such screening on same Covered Individuals within the past twelve (12) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The

CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to Penal Code section 11102.1, and any applicable provisions of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same terms and conditions as stated in this Agreement, excluding pricing, to each and every political entity, special district, and related non-profit. CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents,

and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit in the event COUNTY is subject to an audit due to its source of funds. CONTRACTOR shall provide to the COUNTY, or any duly authorized Federal or State agency, reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Human Resources
4080 Lemon Street 7th Floor
Riverside, CA 92501
Attn: HR Finance
Email: HRFinance@rivco.org

CONTRACTOR

AccuSourceHR, Inc.
11811 N Tatum Blvd, Ste 3090
Phoenix, AZ 85028
Attn: Legal
Email: contracts@accusourcehr.com

19. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 Subject to the indemnification provision in Exhibit C AccuSourceHR ADDENDUM, CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of

CONTRACTOR, its officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of or in any way relating to performance of this Agreement by Indemnitors, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Indemnites in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnites as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnites herein from third-party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnites to the fullest extent allowed by law.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Cyber Liability: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance for claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Contractor shall procure and maintain for the duration of the contract Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

2) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

3) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County’s Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

4) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County’s Risk Manager, CONTRACTOR’S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

5) CONTRACTOR shall cause CONTRACTOR’S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR’S insurance carrier(s) policy(ies) does(do) not meet the

minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

6) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

7) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

8) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

9) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

10) The insurance requirements contained in this Agreement may be met with (a) program(s) of self-insurance acceptable to the COUNTY.

11) CONTRACTOR agrees to notify COUNTY of any claim by a third-party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third-party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.


23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“the Act”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

[SIGNATURES ON FOLLOWING PAGE]

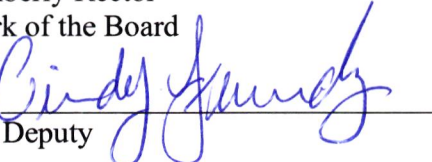
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: 
Kevin Jeffries, Chair
Board of Supervisors

Dated: 08/01/2023

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: Katherine Wilkins
Katherine Wilkins,
Deputy County Counsel

AccuSourceHR, Inc., a California corporation

By: Dan Filby
Dan Filby,
Chief Executive Officer

Dated: Jul 17, 2023

and

By: John Lovato
John Lovato,
Chief Financial Officer

EXHIBIT A
SCOPE OF WORK

1.0 GENERAL REQUIREMENTS

- 1.1 Reports will be ordered as needed by the County.
- 1.2 CONTRACTOR must provide online access via a secure website for the County to request, monitor the status of, and view background reports with a single sign-on based on NeoGov user credentials and the ability to select multiple candidates and request reports in bulk.
- 1.3 CONTRACTOR must provide services at least Monday through Friday 8:00am to 5:00pm.
- 1.4 All services must include integration with NeoGov without the need for downloading, importing, or attaching reports from an outside source.
- 1.5 Individual Electronic Certification/Acknowledgement shall be required during initial user account setup and thereafter no more than every 90 days upon password reset.

2.0 REQUIRED BACKGROUND REPORTS

- 2.1 CONTRACTOR must include the following reports (or reports containing the equivalent information) as needed for Human Resources:
 - 2.1.1 It is understood by the Parties the typical expected turnaround time for any service conducted is 1-3 days with some services including those that involve county court civil records having slightly longer processing times.
 - a. Criminal History Report (CRM): Using court records both locally and nationally, this report reveals felony and misdemeanor convictions, and cases pending adjudication. Data typically includes full name, date of birth, jurisdiction, criminal charge, conviction date, and sentence.
 - b. Sex Offender Register Search (SOR): This is a search of state sex offender registry databases. A report typically includes full name of the offender, classification of the offense, and last known address. Data may also include birth date, personal description, known aliases and offenses, scars or other markings of registered sex offenders.
 - c. Education Verification (EDU): Confirm types of degrees, diplomas, certificates, licenses and dates attended both international and domestic, not including transcripts. The typical expected turnaround time for this report is 1-3 business days. However, education verifications may take up to six (6) business days. The first three days of attempts are directed to the institution. If an automated system is used—three days will be allotted for a response. If no response from the institution is received, three days of attempts will be allotted for the candidate and proof in the form of a diploma will be requested. CONTRACTOR will not charge extra for reaching out to the candidates directly. If verification is not completed by the deadline, the verification will be closed with the understanding that if any additional information is received from the school or the candidate, the search will be updated. Automated services used by institutions to provide easy access to their records come with an additional fee. All access fees will be passed on to County without markup.
 - d. Employment Verification (EMP): Verify dates of employment, position, reason for separation, and eligibility for rehire of the applicant for the entire duration of the employment history provided by the candidate, or at least five years not including periods of self- or un- employment. The typical expected turnaround time for this report is 1-3 business days. However, employment verifications may take up to six (6) business days. The first three days of attempts are directed to the given company. If information is not received from the company, three days of attempts will be directed to the candidate requesting proof in the form of W2s or Pay-stubs. CONTRACTOR

will not charge extra for reaching out to the candidates directly. Verifications that go past this time frame will be closed with the understanding that if any additional information is received from the company or the candidate, the search will be updated. Automated services used by businesses to provide easy access to their records come with an additional fee. All access fees will be passed on to County without markup. The Work Number fees are accrued ONCE per individual, not per employer. From time to time, because of how the data is stored on The Work Number, additional fees may apply.

- e. Motor Vehicle Report (DMV): A Motor Vehicle report highlighting an individual's driving history over the past three to seven years (varies by state) is available on a nationwide basis. The driving records are used to indicate arrests and convictions for driving while intoxicated, or a history of reckless or irresponsible behavior, to uncover applicants with substance abuse and/or other behavior problems.
- f. Professional License or Credentials Verification (LIC): Verifies applicant's licenses are current and in good standing. These licenses include any type of License or Credential issued by a State Licensing Board including but not limited to medical doctors (MD or DO), registered nurses (RN), licensed practical nurse (LPN), certified public accountant (CPA), lawyers, teachers, engineers, and pilots. For credentialing purposes this report ensures personnel are qualified to hold certain positions that require specific professional credentials.
- g. Reference Check: This report reveals personal or professional references of character, general reputation, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the applicant's eligibility. A professional reference is typically a former employer, a colleague, a client, a vendor, or a supervisor that can provide information regarding the work ethic and performance of the given applicant. A personal reference is typically an acquaintance, friend, or former co-worker that can provide information regarding the moral behavior, personality, and character of the given applicant. The typical expected turnaround time for this report is 1-3 business days. Contractor shall inquire about work quality, ability to work in teams, manners, time management, ability to perform a project, responsibility and dependability. A sample of questions to be asked are: Confirm your name. How long have you known [Applicant]? What is the nature of your relationship? Have you ever worked with [Applicant] before? If so, did [Applicant] follow through with his/her portion of the responsibilities? How would you rate the quality of his/her work? In your experience, would you consider [him/her] reliable? In your experience, would you consider [him/her] patient? How would you best describe [Applicant]? What are [his/her] strengths? Are there any areas you think [s/he] could work to improve?
- h. Credit Report (CRD): This report lists credit history and public records such as judgments, liens and bankruptcies. May include previous employers, addresses and alias.
- i. Social Security Number (SSN) Trace Address History & Self Disclosure (MIN): A Social Security Number Trace is a verification provided by the Social Security Administration (SSA) Verification System (CBSV) that uses the number provided by the Applicant to confirm the applicant's identity, a relationship existing between applicant and Social Security Number, and the applicant's address history showing a minimum of 7-years with full addresses and duration at each address as documented by the Credit Bureau. This report must also incorporate the County's self-disclosure previous conviction questionnaire as follows:

In your entire lifetime, have you ever been convicted of, plead guilty, no contest or nolo contendere, to a misdemeanor or felony? A conviction includes a plea, verdict, or finding of guilt regardless of whether sentence is imposed by the court and regardless of how long ago it occurred. However, do not report the following:

1. An arrest or detention that did not result in conviction (Labor Code section 432.7);

2. Referral to or participation in a pretrial or post-trial diversion program (Id.);
3. A conviction that has been judicially dismissed or ordered sealed, expunged or statutorily eradicated pursuant to law (e.g., juvenile offense records sealed pursuant to Welfare and Institutions Code section 389 and Penal Code sections 851.7 or 1203.45) (Id.);
4. An arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while a person was subject to the process and jurisdiction of juvenile court law (Id.); and
5. A non-felony conviction for possession of marijuana that is two or more years old (Labor Code section 432.8).

Having a conviction does not result in automatic disqualification, unless the candidate fails to disclose it. A conviction, if any, is carefully considered as it relates to the application for employment, clinical privileges, contracting, internship, or volunteering. Factors that are considered include: the nature and gravity of the offense or conduct; the time that has passed since the offense, conduct and/or completion of the sentence; the nature of the job held or sought (or the purpose of your application); and any restrictions that may exist under state or federal law. If a candidate is being considered for disqualification, they are mailed a copy of their record and provided an opportunity to submit any additional information that would assist in understanding the candidate's particular circumstances.

If you answer Yes, list any and all convictions over your lifetime (except those noted above) and provide the following for each conviction: the date and location; a short description of the offense(s); and the sentence.

THE BACKGROUND CHECK (Ordered by the County separately through Livescan) INCLUDES A SEARCH OF STATE AND FEDERAL CONVICTION RECORDS FOR YOUR ENTIRE LIFETIME, NOT JUST THE PAST SEVEN YEARS. IF YOU HAVE A CONVICTION AND FAIL TO DISCLOSE IT HERE, YOU WILL BE DISQUALIFIED.

If you do not understand this criminal history questionnaire or do not have enough space to provide your response, please email the County at HR-BackgroundChecks@RIVCO.ORG immediately with your question or complete response.

3.0 LEGAL COMPLIANCE WITH FCRA AND ICRAA

- 3.1 All services must be provided in a manner that is legally compliant with the Fair Credit Reporting Act (FCRA) and the California Investigative Consumer Reporting Agencies Act (ICRAA), in addition to all other applicable laws and regulations.

EXHIBIT B
PAYMENT PROVISIONS

1.1 CONTRACTOR certifies it has carefully examined and understands the full scope and all requirements, specifications, and conditions stated in this Agreement and all related exhibits, and the fees are inclusive of all costs, including administration and travel expenses associated with the delivery of services.

1.2 Payments will be based strictly on these agreed upon payment provisions, and expenses not included in the fees below or mentioned elsewhere in this agreement will not be reimbursed.

1.3 County will pay the following fees for each report as part of these Online Background Report Services:

Service Options	Price
Custom Package No. 1 Social Security Trace (SST) County Criminal Direct Search – 7-year search, one name and current county of residence Nationwide Sex Offender Registry - Primary name Employment Verification – Single employer Education Verification - Highest degree earned Professional Reference – Single professional reference License Verification - Single license Credit Report - For Employment purposes Motor Vehicle Records - One state driver license search of the current state of licensure	\$50.25*
RIVCO - EMP - 5 Years Total Employment History	\$36.75
RIVCO - EMP - 7 Years Total Employment History	\$50.65
RIVCO - EMP - 9 Years Total Employment History	\$64.55
Social Security Trace	\$2.00
County Criminal Check - one name/per county	\$6.25*
Federal Nationwide Criminal Direct Search	\$6.00*
Nationwide Sex Offender Registry - one name	\$2.75
Global Homeland Security Search - one name	\$2.75
Integrated National Criminal Search (Includes National Wants and Warrants, National Sex Offender Search, OFAC and additional government databases)	\$4.25
Motor Vehicle Records Check - per state	\$2.50
Education Verification - per institution	\$6.95
Professional License / Verifications Check - per license	\$6.95

Employment Verification Check - per employer	\$6.95
Professional Reference Check - per reference	\$6.95
Credit Check	\$7.95
Workers' Compensation Report	\$3.35
Social Meida Report - Basic	\$17.75
Social Meida Report - Pro	\$25.25
Training - Web-based system training for new users.	Included
Data Extraction - Formatted data of all files uploaded to a cloud service for County to access and archive.	\$500 per request
Database Verification Fee, if applicable - Verification of hits on criminal database at the appropriate jurisdiction. Does not include applicable court access fees. Per FCRA compliance, all hits on National Criminal Database MUST be verified at the actual court of jurisdiction.	\$6.25
Additional Research Fee - Additional fee for direct applicant contact or extended research beyond the standard product scope. Rate is applied per file (not individual component.)	\$7.50
NeoGov Integration Fee - Additional fees from NeoGov may apply, please contact your NeoGov Representative for costs.	\$250.00/hr Standard Integration averages 2 hours

** Prices do not include court fees, third party verification charge which may apply when an employer or educational institution has outsourced management of their records or MVR state fees. All fees are passed through at no additional mark-up. All alias and or all address searches include all jurisdictions and true alias names identified on the Social Security Trace unless otherwise defined. Due to the name-based filing system used by the courts, all court research is conducted on a per-name basis. There is an additional charge for searching AKA's or alias names unless bundled in a package to include all true alias names. There is a \$1.00 fee for a cancelled file . If any service is processed prior to cancellation, the service is charged to the file. "Hits" from criminal database searches must be verified at court of jurisdiction to meet FCRA requirements, additional charges will apply. Due to market volatility, international rates are subject to change.*

1.4 Access Fees: If the original source is a state criminal record repository, county courthouse, or Department of Motor Vehicles, Contractor is often charged a supplemental fee to gain access. Access fees when or if applicable will be passed on to County without markup. Possible Access Fees include County Criminal Courts, Statewide Criminal Search, Motor Vehicle Records, and automated employment verification and education verifications.

EXHIBIT C
AccuSourceHR ADDENDUM

This Addendum ("Addendum") is between **ACCUSOURCEHR, INC.** a California corporation ("AccuSourceHR"), and County of Riverside, a political sub division of the State of California, on behalf of itself and its officers and employees ("Client"), and is effective ("Effective Date"): (i) on the date of last signature below; or (ii) if this Addendum is electronically executed by Client, upon AccuSourceHR's activation of Client's account. This Addendum supplements the existing Agreement between AccuSourceHR and Client and does not modify, amend, or delete any existing term therein. This Addendum shall be interpreted with the Agreement to form one agreement.

1. **ACCUSOURCEHR SERVICES.** AccuSourceHR is a global provider of background screening services. In the United States, AccuSourceHR is defined as a "consumer reporting agency" pursuant to the applicable jurisdiction of the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and applicable state law, and any FCRA-regulated screening reports that AccuSourceHR furnishes pursuant to the Agreement and this Addendum are defined by the FCRA and applicable state law as "consumer reports" and/or "investigative consumer reports." All reports provided by AccuSourceHR pursuant to the Agreement and this Addendum are collectively defined as "Screening Reports", and all references to "Screening Report(s)" herein shall refer to an entire Screening Report(s) as well as any specific information contained within a Screening Report(s). Subject to the terms and conditions of this Addendum, and upon Client's request, AccuSourceHR will furnish Screening Reports and the related services described in this Addendum in connection with Client's screening (check all that apply):

of employees or candidates for employment (including, without limitation, independent contractors, temporary workers/employees, vendors, and volunteers), and/or other individuals for legally permissible employment-related purposes (each, an "Applicant");

in accordance with written instruction of the consumer to whom the Screening Report relates

_____ [insert the written instruction type] (including, without limitation, students, vendors and tenants (each, an "Applicant").

2. CERTIFICATIONS

FCRA Certification

Client certifies to AccuSourceHR as follows with respect to each FCRA-regulated Screening Report Client orders and/or receives:

1. **Permissible Purpose.** Client shall procure and use Screening Reports only for the legally permissible employment purpose(s) as set forth in Section 1.
2. **Applicant Disclosure and Consent.** Client certifies that prior to its procurement of a Screening Report for *employment purposes*: (i) Client has made a clear and conspicuous disclosure in writing to the consumer Applicant, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (ii) the Applicant consumer has authorized in writing the procurement of the Screening Report by Client. Client understands that AccuSourceHR will not initiate a report for employment purposes in the absence of a written authorization. Client certifies that each time it orders a report, it is reaffirming the above certification.
3. **Pre-Adverse Action Disclosures.** In using a Screening Report for *employment purposes*, before taking any adverse employment action based in whole or in part on the information in the Screening Report provided by AccuSourceHR, Client shall provide to the Applicant consumer to whom the Screening Report relates: (i) a copy of the Screening Report; and (ii) a description in writing of the rights of the Applicant consumer under the FCRA, as prescribed under FCRA §609 ("A Summary of Consumer Rights Under the Fair Credit Reporting Act", a copy of which is currently available at: <https://accusourcehr.com/resources/client-education/>) and any other notices required by applicable Laws.
4. **Adverse Action Disclosures.** After providing the consumer Applicant with the pre-adverse action disclosure described in paragraph 3 above (to the extent applicable), and after the appropriate waiting period, Client will, if intending to take adverse action with respect to the consumer Applicant based in whole or in part on information contained in the Screening Report, send the consumer Applicant a follow-up notification that the Client is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report. Such notification will meet all applicable requirements set forth in FCRA §615 and any other notices required by applicable Laws.

5. Equal Employment Opportunity Law Compliance. The information from the Screening Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
6. Client hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601) and Notice of Users of Consumer Reports (16 C.F.R. Part 601).

California Client Compliance Certification

7. California Screening Reports. Client certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the Client is located in the State of California, and/or the Client's request for and/or use of Screening Reports pertains to a California resident or worker, End User will do the following:

- i. Request and use Screening Reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
- ii. When, at any time, Screening Reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer Applicant who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer Applicant, which solely discloses: (1) that an investigative Screening Report may be obtained; (2) the permissible purpose of the investigative Screening Report; (3) that information on the consumer's Applicant's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of AccuSourceHR; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
- iii. When, at any time, Screening Reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer Applicant who is the subject of the investigation, only request a Screening Report if the applicable consumer Applicant has authorized in writing the procurement of the Screening Report.
- iv. When Screening Reports are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that a Screening Report will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of Client as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Screening Report was first requested.
- v. When Screening Reports are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that a Screening Report regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of Client, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.
- vi. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Screening Reports that are prepared.
- vii. If the consumer wishes to receive a copy of the Screening Reports, the Client shall send (or contract with another entity to send) a copy of the Screening Report to the consumer within three business days of the date that the Screening Report is provided to Client. The copy of the Screening Report shall contain the name, address, and telephone number of the person at Client who issued the report and how to contact him/her.
- viii. Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Screening Report, informing the consumer in writing of Client's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRAA and the CCRAA.
- ix. Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Screening Reports, including, but not limited to, the ICRAA and CCRAA.

8. Investigative Consumer Reports. For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that Client procures from AccuSourceHR, Client has complied with its obligations under FCRA §606(a) and (b), including, without limitation, the following:

- i) clearly and accurately disclosing to the Applicant that an Investigative Consumer Report including information as to the Applicant's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure:
 - (1) is made in writing mailed, or otherwise delivered, to the Applicant not later than three days after the date on which the report was first requested; and
 - (2) includes a statement informing the Applicant of his right to request the additional disclosures provided for under FCRA §606(b) as set forth in 2(ii) below, and a written Summary of Consumer Rights; and
- ii) upon written request made by the Applicant within a reasonable period of time after the Applicant's receipt of the required disclosure referenced in paragraph 2(i) above, Client will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the later.

3. CLIENT OBLIGATIONS

- (a) Compliance with Applicable Laws. Client shall comply with all local, state, federal, and international laws and regulations, including, without limitation, and as applicable the FCRA (collectively, "Laws"), applicable to Client in connection with its procurement and use of Screening Reports and other services provided pursuant to this Addendum. Client acknowledges it has received, reviewed and will comply with its obligations in the *Notice to Users of Consumer Reports: Obligations Of Users Under the FCRA* currently available at <https://accusourcehr.com/resources/client-education/>
- (b) Tenant Screening. If a consumer's tenant application is denied, or other adverse action is taken based in whole or in part on the Screening Reports provided by AccuSourceHR, Client will provide to the consumer: a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act", the right to obtain a copy of his/her consumer report and provide the tenant or resident applicant a reasonable opportunity of time to correct any erroneous information contained in the report. Client certifies that any adverse action notice will comply with the FCRA including but not limited to satisfying all requirements under the FCRA if credit history is a disqualifying factor. If using a credit score, Client certifies that it will comply with the Dodd-Frank Act and all applicable regulations relating to using a credit score.
- (c) Client acknowledges that if it obtains services from AccuSourceHR under this Addendum that fall outside the scope of the FCRA and similar United States laws ("Non-US Services"), then Client may have additional or different legal obligations than those described in this Addendum, and Client shall comply with all such Laws and obligations. Client shall promptly notify AccuSourceHR if Client believes it has failed to fulfill any obligation in this Addendum, including, without limitation, those obligations related to confidentiality, consumer privacy, data protection, and compliance with Laws.
- (d) Account Credentialing, Access and Maintenance. Prior to obtaining services from AccuSourceHR, Client must satisfy AccuSourceHR's client credentialing requirements, which may include a physical on-site inspection. Client shall cooperate with AccuSourceHR's client credentialing process and pay the associated fee, if any, set forth in this Addendum. Client shall designate to AccuSourceHR the name of a "Super User(s)" who shall be: (i) Client's main contact(s) for the services obtained under this Addendum, and (ii) responsible for the strict administration and control of Client's accounts users. The Super User(s) shall identify and authorize all Client account users and their respective access privileges, and promptly notify AccuSourceHR of any changes to Client's company name, physical address, account users and if any account login codes or passwords become invalid, inactive or compromised in any manner. In accordance with Section 5, a Super User may be an Outsourced Provider.
- (e) Data Privacy and Security. Client shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect against unauthorized access to and/or misuse of the AccuSourceHR system and Screening Reports. At a minimum, Client shall comply with the Client Compliance Certification with Information Access & Security Requirements set forth in Attachment A. AccuSourceHR may, in its reasonable discretion and without penalty, suspend and, upon written notice, cancel Client's account if AccuSourceHR reasonably suspects or identifies any misuse of or unauthorized access to its system and/or Screening Reports through Client's account. If applicable, the parties will execute appropriate addenda and/or data processing agreements for such services.
- (f) Audits and Record Retention. AccuSourceHR, on behalf of itself and/or its Suppliers (e.g. State Departments

- of Motor Vehicles, National Credit Bureaus, etc.) may conduct reasonable periodic audits of Client's compliance with this Addendum. Unless otherwise prohibited by applicable Laws, Client shall, for a minimum period of two (2) years, maintain copies of all Applicant screening disclosure/consent forms and, as applicable, all pre-adverse and adverse action notices. Client shall, upon reasonable advance notice, during its normal business hours, make available to AccuSourceHR and/or its Suppliers such documentation reasonably requested to demonstrate Client's compliance with its obligations in this Addendum. If Client becomes aware of an audit initiated by a third-party involving AccuSourceHR's Screening Reports or other services provided pursuant to this Addendum, Client shall provide AccuSourceHR prompt written notice of the audit. Client shall not provide access to its AccuSourceHR account or Screening Reports to any auditing party unless required to do so by applicable Laws and AccuSourceHR expressly consents to such access request.
- (g) Prohibition on Resale or Reuse of Reports. Client shall not, directly or indirectly, sell, transfer, disclose the contents of or distribute Screening Reports, in whole or in part, to any third-party (other than to the applicable Applicant or in conjunction with a Required Disclosure. Client shall use Screening Reports solely as an end-user, for a single, one-time use.
- (h) Adjudication Details and Responsibility. This Section 3(h) is only applicable if Client utilizes AccuSourceHR's Concierge Adjudication Services, as described below and subject to applicable product/service specifications. If Client elects to obtain such services, Client shall provide AccuSourceHR with the criteria, guidelines and instructions established by Client for determining whether the information in an Applicant's Screening Report satisfies Client's eligibility criteria ("Adjudication Guidelines"). AccuSourceHR will apply Client's Adjudication Guidelines to the Screening Report information reported by AccuSourceHR and then provide to Client a status that reflects the outcome of such application ("Concierge Adjudication Services"); provided, however, that AccuSourceHR will not apply any "does not meet" or equivalent final adverse status, which ultimately must be determined and applied by Client. If AccuSourceHR performs Concierge Adjudication Services on behalf of Client, AccuSourceHR's sole responsibility will be to perform such services accurately in accordance with Client's then-current Adjudication Guidelines provided to AccuSourceHR. Client represents and warrants to AccuSourceHR that the Adjudication Guidelines comply with all applicable Laws and acknowledges that Client is solely responsible for the creation and content of the Adjudication Guidelines and for ensuring such compliance on an ongoing basis. Client may update its Adjudication Guidelines from time to time by providing advance written notice to AccuSourceHR, and such updated Adjudication Guidelines will be effective upon AccuSourceHR's written confirmation to Client.
- (i) Compliance Responsibility; No Legal Advice. Client acknowledges that AccuSourceHR will not render any opinions regarding Screening Report content, and Client shall base its screening processes, criteria, Adjudication Guidelines (if applicable) and decisions on its own policies, procedures and review of applicable Laws. Any consultation, training and/or sample forms (e.g., disclosure and authorization forms, and pre-adverse and adverse action notices) provided by AccuSourceHR are provided for informational purposes only, and not for the purpose of providing legal advice and/or Client's reliance. CLIENT ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR, AND FOR CONSULTING ON AN ONGOING BASIS WITH, ITS OWN LEGAL COUNSEL FAMILIAR WITH CLIENT'S LEGAL/REGULATORY OBLIGATIONS RELATED TO THE COMPLIANT PROCUREMENT AND USE OF SCREENING REPORTS AND OTHER SERVICES OBTAINED PURSUANT TO THIS ADDENDUM INCLUDING, WITHOUT LIMITATION (AND COLLECTIVELY DEFINED AS "CLIENT COMPLIANCE OBLIGATIONS"): FULFILLING ITS COMPLIANCE OBLIGATIONS IN THIS ADDENDUM; ENSURING THAT ITS DISCLOSURE AND AUTHORIZATION FORMS AND PROCESSES, ADJUDICATION GUIDELINES AND PROCESSES, PROFESSIONAL REFERENCE QUESTIONS AS PREPARED OR REQUESTED BY CLIENT, PRE-ADVERSE ACTION AND ADVERSE ACTION NOTICE FORMS AND PROCESSES, AND ALL OTHER PAPERWORK AND FORMS UTILIZED BY OR ON BEHALF OF CLIENT IN ITS HIRING AND APPLICANT SCREENING PRACTICES ARE APPROPRIATE FOR ITS USE AND IN COMPLIANCE WITH ALL APPLICABLE LAWS. CLIENT SHALL NOT ASSERT ANY CLAIM AGAINST ACCUSOURCEHR FOR, AND WAIVES LIABILITY AGAINST ACCUSOURCEHR FOR, ANY CLAIMS REGARDING OR ARISING OUT OF THE CLIENT COMPLIANCE OBLIGATIONS.
- (j) Applicant Information and Identity Verification. Client acknowledges that, in preparing Screening Reports, AccuSourceHR relies on the Applicant identifying information (such as, without limitation, name, date of birth, social security number or applicable national ID, and address) provided to AccuSourceHR by the Applicant and/or Client, as applicable. Client acknowledges that: (i) Client is responsible for confirming that the Applicant is who they claim to be; and (ii) Client is advised to review the completed Screening Report in comparison to the Applicant's job application and I-9 information, if applicable, to ensure that the Applicant identifying information provided to and used by AccuSourceHR to prepare the Screening Report, as well any additional identifying information obtained by AccuSourceHR while preparing the Screening Report, matches the identifying information provided by the Applicant to Client. Client understands that: (i) erroneous or falsified Applicant identifying information may cause the Screening Report to be incomplete and/or inaccurate; and (ii) AccuSourceHR is not responsible for determining whether the identifying information submitted about the Applicant is erroneous or falsified.
- (k) Payment by Applicant; Client Responsibility for Non-Payment. At the direction of Client, when applicable,

AccuSourceHR shall provide the ability for the Applicant to pay for his/her own Screening Report at the time the Applicant submits his/her Screening Report questionnaire. Such Applicant shall pay for Screening Reports using the Applicant's credit card. In the event that such credit card is payment denied, the Applicant disputes the payment with the Applicant's credit card issuer, or payment by the Applicant fails for any other reason, Client agrees that AccuSourceHR shall be entitled to request payment from Client through the invoicing process as agreed upon in the existing Agreement between the parties.

- (o) Client acknowledges and agrees that AccuSourceHR shall be Client's exclusive background screening services provider and agrees not to use any same or similar services during the initial term and any renewal terms of the Agreement, unless AccuSourceHR is unable to provide the background screening report.
- (m) Use of Client's Name, Logo, and Marks. Client agrees that AccuSourceHR may use Client's logo, name, trademarks, and other marks for publicity and marketing purposes.
- (n) Required Certifications. Client shall be required to make the required certifications under Section 2 upon execution of this Addendum. Each Client account user shall be required to make the required certifications upon first account login upon account creation and also upon password expiration which occurs every ninety (90) days.

4. ACCUSOURCEHR OBLIGATIONS.

- (a) Compliance with FCRA and Other Applicable Laws. AccuSourceHR shall comply with all Laws applicable to AccuSourceHR in its preparation and transmission of Screening Reports and other services provided pursuant to this Addendum.
- (b) Service Performance; Service Revisions. Upon Client's request, AccuSourceHR shall, in accordance with the terms of this Addendum, perform the services identified in the Scope of Services and Fee Schedule attached hereto as Attachment B, as may be amended by the parties from time to time ("Fee Schedule"). Client acknowledges that: (i) AccuSourceHR may fulfill its services under this Addendum through its affiliates, subsidiaries and subcontractors, provided, AccuSourceHR shall remain solely responsible for its obligations under this Addendum, and (ii) AccuSourceHR relies on the information furnished by Client, Client's Applicants, and third-party information suppliers ("Suppliers") when preparing Screening Reports. Client acknowledges that AccuSourceHR may, from time to time, modify, enhance and/or discontinue specific services. AccuSourceHR will use commercially reasonable efforts to provide notice to Client if a service will be discontinued or materially changed.
- (c) Training and Account Implementation. The fees set forth in the Fee Schedule include AccuSourceHR's standard account implementation services and AccuSourceHR's standard user-training as detailed in Attachment B. Client acknowledges that reasonable additional service support fees may apply if Client cancels scheduled training sessions without providing reasonable advance notice to AccuSourceHR or AccuSourceHR otherwise provides non-standard training to Client.
- (d) Data Privacy and Security. AccuSourceHR shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect Applicant data against AccuSourceHR's accidental or unlawful destruction and unauthorized disclosure or access. AccuSourceHR is not responsible for disclosure or compromise of such data due to Client's acts or omissions, or otherwise resulting from use of Client's Account User identification number(s) and password(s), due to no fault of AccuSourceHR.
- (e) Record Retention. Subject to Section 11(a), AccuSourceHR shall maintain Screening Report information for three (3) years from the Screening Report completion date, unless otherwise required or prohibited by applicable Laws. AccuSourceHR may revise the record retention period in this Addendum and such changes will become effective without requiring formal amendment to this Addendum. AccuSourceHR shall provide, according to the terms of the Agreement, data extraction at least once every two (2) years and up to once every one (1) year as directed by Client. For purposes of this Addendum and the Agreement, in providing data extraction AccuSourceHR will upload the formatted data of all files to a cloud service for Client to access and archive.
- (f) Service Standards; Disclaimer of Warranty. ACCUSOURCEHR'S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE TERMS OF THIS ADDENDUM. ACCUSOURCEHR WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH SCREENING REPORT, AND ACCUSOURCEHR WILL RE-VERIFY ANY DISPUTED SCREENING REPORT INFORMATION IN ACCORDANCE WITH APPLICABLE LAWS (COLLECTIVELY, "ACCUSOURCEHR COMPLIANCE OBLIGATIONS"). CLIENT ACKNOWLEDGES THAT ACCUSOURCEHR IS NEITHER AN INSURER NOR GUARANTOR OF THE ACCURACY, RELIABILITY, VALIDITY, DEPTH OR COMPLETENESS OF THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS SUBJECT TO HUMAN ERROR AND IS OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD-PARTY SOURCES THAT ARE NOT UNDER THE CONTROL OF ACCUSOURCEHR AND MAY NOT ALWAYS BE ACCURATE, CONSISTENT, VALID OR COMPLETE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS

ADDENDUM, ACCUSOURCEHR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NONINTERRUPTION OF SYSTEM USE.

- (g) Matching and Reporting Guidelines. Client acknowledges that in performing its services under this Addendum, AccuSourceHR follows certain internally developed and defined record matching and reporting guidelines designed for AccuSourceHR to meet its accuracy and compliance obligations (collectively, "Reporting Guidelines"). The Reporting Guidelines are subject to change from time to time in AccuSourceHR's sole discretion (subject to AccuSourceHR's compliance with applicable Laws). AccuSourceHR makes a summary of such Reporting Guidelines available to Client upon written request. The Reporting Guidelines constitute AccuSourceHR's Confidential Information and are made available to Client only for its use in understanding AccuSourceHR's Reporting Guidelines. Any further distribution of the Reporting Guidelines by Client is strictly prohibited.
- (h) Professional Reference Services. If Client engages AccuSourceHR to perform Investigative consumer reports, AccuSourceHR's sole responsibility in fulfilling such services will be to: (i) accurately convey to the party providing the reference ("Reference Provider") the reference questions provided or selected by Client; and (ii) accurately convey the Reference Provider's responses to Client's reference questions, subject to adjustments AccuSourceHR determines in good faith are necessary or advisable to ensure AccuSourceHR's compliance with applicable Laws in conveying such responses. Client shall indemnify, defend and hold AccuSourceHR harmless from and against any Claims (as defined below in Section 10) arising out of: (i) the content of reference questions that have been customized at Client's request; or (ii) the content of a Reference Provider's responses accurately reported by AccuSourceHR as received from the Reference Provider.
5. **OUTSOURCED PROVIDER**. This Section 5 is only applicable if Client uses Outsourced Provider services, as outlined below. If Client uses an outsourced human resources provider ("Outsourced Provider") which, for purposes of this Addendum, shall be acting as an authorized agent of Client in connection with Client's permissible procurement and use of AccuSourceHR's Screening Reports and other services, Client shall first identify to AccuSourceHR in writing the identity of the Outsourced Provider and shall require, by written agreement, its Outsourced Provider to comply with all terms of this Addendum and the above Certifications in Section 2 applicable to Client (including, without limitation, compliance with all Laws with respect to the procurement and use of Screening Reports; protection of the confidentiality of AccuSourceHR's Confidential Information; and prohibition against re-using, transferring (other than to Client or its Applicant) and/or reselling Screening Reports). As between Client and AccuSourceHR, Client agrees that it shall be fully responsible for the actions or inactions of its Outsourced Provider and that any violation by its Outsourced Provider of applicable Laws or the terms of this Addendum shall be considered a violation of this Addendum by Client. Client authorizes AccuSourceHR to deal directly with the Outsourced Provider as Client's authorized agent, and as between Client and AccuSourceHR, Client shall be responsible for ensuring that all necessary consents of Applicants have been obtained to permit AccuSourceHR to disclose the Applicants' Screening Reports to the Outsourced Provider. The Outsourced Provider shall perform its services onsite at Client's place of business. If the Outsourced Provider wishes to perform its services for Client and/or access or retain Screening Reports at the Outsourced Provider's own business premises, Client shall notify AccuSourceHR in advance, and AccuSourceHR shall have the right, at Client's cost, to perform for regulatory compliance purposes AccuSourceHR's standard company credentialing procedures with respect to Outsourced Provider, which may include a brief physical inspection of the Outsourced Provider's business premises. Client shall obtain AccuSourceHR's advance consent (not to be unreasonably withheld) of any replacement of its Outsourced Provider. Client acknowledges that, due to statutory and/or contractual obligations and restrictions, some AccuSourceHR services may not be available through an Outsourced Provider relationship and, of those that are available, some may require additional paperwork from Client and/or Outsourced Provider.
6. **CONTINGENT WORKFORCE SCREENING**. This Section 6 is only applicable if Client uses AccuSourceHR's Contingent Workforce Screening services, as outlined below. Upon execution by Client's authorized third-party vendor(s) (each, a "Vendor") of AccuSourceHR's Master Service Agreement, AccuSourceHR shall furnish to Vendors, upon their request, Screening Reports with respect to the Vendor's own applicants or employees (each, a "Vendor Applicant") who are being evaluated to provide services on behalf of the Vendor to Client. Subject to the Vendor's consent, and at Client's request, AccuSourceHR will provide Client with system access to the Vendor Applicant Screening Reports solely for purposes of auditing and, if applicable, adjudicating the results thereof to determine the Vendor Applicant's eligibility to perform contracted services for Client. Client shall not use the Vendor Applicant Screening Reports for any other purpose. Client shall comply with all applicable Laws and the terms of this Addendum and the Certifications in Section 2 (including, without limitation, with respect to the access, retention, destruction and use of the Vendor Applicant Screening Reports). Client and Vendor shall consult and facilitate with each other to provide proper Vendor Applicant disclosure and obtain proper Vendor Applicant consent and, as applicable, determine if and when an "adverse action(s)" (within the meaning of the FCRA or other applicable Laws) has occurred or will occur in relation to Vendor Applicant Screening Reports and, in such event, determine which party or parties (i.e., Client and/or Vendor) shall provide the Vendor Applicant with appropriate pre-adverse action and adverse action notifications, as applicable and in accordance with applicable Laws. AccuSourceHR will configure the Vendor's screening packages in accordance with Client's instructions provided to AccuSourceHR from time to time. Unless otherwise agreed by the

parties in writing, AccuSourceHR's fees for the Vendor Applicant Screening Reports will correspond to Client's fees set forth in this Addendum, and unless Client has expressly agreed in writing to assume the fees for the Vendor Applicant Screening Reports, AccuSourceHR will bill the Vendor directly for such services and Client shall not be responsible for such fees. Client's continued system access privileges (if any) to the Vendor Applicant Screening Reports will cease upon expiration or earlier termination of this Addendum. Client acknowledges that, due to statutory and/or contractual obligations and restrictions, some AccuSourceHR services may not be available through an Contingent Workforce Screening relationship and, of those that are available, some may require additional paperwork from Client and/or Vendor.

7. **I-9 & E-VERIFY VERIFICATION OBLIGATIONS AND SERVICES.** This Section 7 is only applicable if Client uses AccuSourceHR's I-9 & E-Verify Verification Services pursuant to this Addendum, the parties must first execute additional paperwork addressing relevant statutory and/or contractual obligations and restrictions. Client acknowledges that AccuSourceHR's services do not alleviate Client of its responsibility for performing in-person verification of its employees' identities, checking photo identification and completing, verifying and retaining the employees' Form I-9 and other documentation, each as and to the extent required by applicable Laws. In addition, if Client obtains AccuSourceHR's I-9 and/or E-Verify employment eligibility services pursuant to this Addendum, Client and AccuSourceHR agree to comply with the following obligations, as applicable based on the particular service(s) obtained by Client:
- (a) **Client I-9 Obligations.** Client shall identify and comply with all Laws applicable to Client in connection with its use of I-9 services.
 - (b) **AccuSourceHR I-9 Obligations.** If Client orders the AccuSourceHR I-9 Solution, AccuSourceHR will provide Client an electronic Form I-9 that meets U.S. Citizenship and Immigration Services ("USCIS") regulations related to electronic Form I-9 management.
 - (c) **Client E-Verify Obligations.** Client acknowledges that it is Client's responsibility to complete all E-Verify Checks in accordance with applicable Laws. Client shall: (i) identify and comply with all Laws applicable to Client in connection with its use of E-Verify Checks, (ii) provide AccuSourceHR with the information requested in the E-Verify Company Profile document provided by AccuSourceHR for purposes of obtaining a unique E-Verify Program ID number for Client, (iii) enter into the E-Verify Memorandum of Understanding ("MOU") with the Department of Homeland Security ("DHS"), and (iv) comply with its obligations under the MOU, including, without limitation, restricting E-Verify Checks to only its employees hired after the effective date of the MOU. Employers acting as federal contractors shall restrict E-Verify Checks to all existing employees or only existing employees assigned to specific federal contracts covered by the Federal Acquisition Regulation ("FAR") rule. Employers that are already enrolled in E-Verify at the time of a federal contract award but are not enrolled in the system as a federal contractor with the FAR E-Verify Clause must notify AccuSourceHR and complete an updated E-Verify Company profile document within thirty (30) days after assignment to the federal contract.
 - (d) **AccuSourceHR E-Verify Obligations.** If Client orders E-Verify Checks, AccuSourceHR, or its contracted partner, shall enter into the MOU as Client's E-Verify Employer Agent, and AccuSourceHR, or its contracted partner, shall comply with its obligations under the MOU.
8. **MOTOR VEHICLE REPORTS; MOTOR VEHICLE MONITORING; ALIAS/ADDRESS HISTORY SERVICES; DRUG AND HEALTH SERVICES; IMMUNIZATION TRACKING SERVICES; ASSESSMENT TESTING; SOCIAL MEDIA SCREENING; PROFESSIONAL SERVICES; APPLICANT ADDRESS AND CRIMINAL HISTORY SELF-DISCLOSURE.**
- (a) **Motor Vehicle Reports.** Client acknowledges that motor vehicle reports ("MVRs") and related information are considered Screening Reports for purposes of this Addendum. If Client requests MVRs or related information from AccuSourceHR under this Addendum, then Client further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Client's business in all states where Client conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the procurement and use of MVRs, including, without limitation, the FCRA and the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"), and any related state laws; (iii) it will not use the MVRs to build its own database; (iv) it will, from time to time upon AccuSourceHR's request, execute paperwork required by applicable state Departments of Motor Vehicles and/or other data sources for Client's access to MVRs; and (v) it will not transmit any data contained in any MVR via public internet, electronic mail, or any other unsecured means. Client certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to AccuSourceHR in the form of the consumer's signed release authorization form. Client also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee.
 - (b) **Motor Vehicle Monitoring.** In the event Client wishes to obtain AccuSourceHR's Motor Vehicle Monitoring Services pursuant to this Addendum, the parties may be required to execute additional paperwork addressing statutory and/or contractual obligations and restrictions.

- (c) Alias/Address History Services. AccuSourceHR has obtained limited license rights to provide to its clients certain "nonpublic personal information" ("Alias/Address History Services") as defined in and regulated by the Gramm-Leach-Bliley Act (15 U.S.C. §6801, et seq.) and related state laws (collectively, "GLBA"). Alias/Address History Services include, but are not limited to, data regarding an Applicant's residential address history and "Alias" names that might have been used by the Applicant. Alias/Address History Services do not include consumer credit information or other types of information subject to the permissible purposes set forth in the FCRA. Even if Client orders Alias/Address History Services, Client acknowledges that it must separately and additionally order AccuSourceHR's AKA Search product if Client wants AccuSourceHR to perform additional searches based on the Alias name information obtained with the Alias/Address History Services; otherwise, AccuSourceHR will search using only the Applicant's name as provided to AccuSourceHR by Client or its Applicant, as applicable. If Client obtains Alias/Address History Services from AccuSourceHR, Client shall comply with the following requirements and restrictions (which are based on statutory and/or Supplier requirements): (i) Client will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Alias/Address History Services, in whole or in part, to any third-party (other than to the applicable Applicant), and Client shall use the Alias/Address History Services solely as an end-user, for a single, one-time use with respect to an Applicant; (ii) Client's sole purpose for requesting Alias/Address History Services will be to verify the accuracy and completeness of information provided to Client by the Applicant in connection with the transaction pursuant to which the Applicant authorized Client to obtain a report regarding the Applicant; (iii) Client will limit its use of Alias/Address History Services to the foregoing stated purpose; (iv) Client will take appropriate measures so as to protect against the misuse of the Alias/Address History Services; (v) Client will not use any information obtained in connection with the Alias/Address History Services, in whole or in part, for the purpose of serving as a factor in determining the Applicant's eligibility for credit, insurance, employment or any other product, service or transaction not authorized in this paragraph; and (vi) Client will not use the information provided in connection with the Alias/Address History Services for any purpose that would violate the Privacy Rule, 16 CFR Part 313, implemented pursuant to the GLBA, or any other provisions of the GLBA or other applicable law, rule, or regulation. For clarification, this Section 8(c) does not restrict Client's right to use information in Screening Reports (other than Alias/Address History Services data) for determining an Applicant's employment eligibility in accordance with this Addendum.
- (d) Drug and Health Services. In the event Client wishes to obtain AccuSourceHR's Drug and Health Services pursuant to this Addendum, the parties may be required to execute additional paperwork addressing relevant statutory and/or contractual obligations and restrictions.
- (e) Immunization Tracking Services. In the event Client wishes to obtain AccuSourceHR's Immunization Tracking Services pursuant to this Addendum, the parties may be required to execute additional paperwork addressing statutory and/or contractual obligations and restrictions.
- (f) Assessment Testing Services. In the event Client wishes to obtain AccuSourceHR's Assessment Testing Services pursuant to this Addendum, the parties may be required to execute additional paperwork addressing statutory and/or contractual obligations and restrictions.
- (g) Social Media Screening. In the event Client wishes to obtain AccuSourceHR's Social Media Screening Services pursuant to this Addendum, the parties may be required to execute additional paperwork addressing statutory and/or contractual obligations and restrictions.
- (h) Professional Services. Unless otherwise expressly stated in Attachment B, the Scope of Services and Fee Schedule correspond to AccuSourceHR's standard technology, product and service offerings, and exclude any customized technology development, training, reporting, product features and service levels. Should Client request (and AccuSourceHR agree to provide) such customization, the parties shall set forth the corresponding terms and fees in a mutually acceptable written statement of work, addendum or amendment.
- (i) Applicant Address and Criminal History Self-Disclosure. Subject to the terms as provided in the Agreement, AccuSourceHR shall administer Client's custom form for applicant self-disclosure of address and criminal history.
- 9. AFFILIATE ORDERING RIGHTS.** Upon AccuSourceHR receiving authorization from Client in a form reasonably acceptable to AccuSourceHR, AccuSourceHR will permit an Affiliate of Client to order AccuSourceHR's services under the same terms and conditions as this Addendum, provided that: (i) the Affiliate is neither an existing customer nor a competitor of AccuSourceHR, (ii) the Affiliate satisfies AccuSourceHR's standard account access credentialing requirements, and (iii) the Affiliate and/or Client, as applicable, execute a mutually acceptable "join-on" Addendum, "letter of authorization," or equivalent, that binds the Affiliate to the terms of this Addendum, and includes a compliance certification from Affiliate reasonably acceptable to AccuSourceHR. For purposes of this provision, "Affiliate" means any entity controlling, controlled by or under common control with Client.
- 10. INDEMNIFICATION.** Unless otherwise agreed upon by the parties in a separate agreement between Client and AccuSourceHR, which shall take precedence over this Section 10, the following obligations under this Section 10 ("Indemnification") shall control. To the fullest extent permitted by applicable Laws, Client shall

indemnify, defend and hold harmless AccuSourceHR, its successors and assigns, officers, directors, employees, affiliates, representatives, agents, contractors, vendors, credit bureaus and Suppliers from and against any third-party claims, demands, suits, judgments, actual damages, costs, expenses, losses and liabilities, including, without limitation, reasonable attorneys' fees (collectively, "Claims") brought or suffered by any third-party arising or resulting from, or otherwise in connection with Screening Reports provided by AccuSourceHR, the content, compliance, method of delivery or effectiveness of any notices, pre-adverse or adverse action letters, any breach by Client of any of its representations, warranties, or certifications in this Addendum or its negligence or willful misconduct.

AccuSourceHR does not guarantee Client's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Client may rely in connection with its furnishing of reports. Client understands that any documents, information, conversations or communication with AccuSourceHR's representatives regarding searches, verifications or other services offered by AccuSourceHR are not to be considered a legal opinion regarding such use. Client agrees that (1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to for compliance with all applicable laws and regulations and (2) the provision of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of Client, not AccuSourceHR. Client acknowledges and agrees that it has no obligation to use, and is solely responsible for independently vetting the contents of, any sample forms that AccuSourceHR has provided to Client in connection with this Addendum.

I.11. ACCOUNT DEACTIVATION.

- (a) Access to Screening Reports. Following the expiration or termination of AccuSourceHR and Client's executed Agreement and this Addendum, AccuSourceHR will provide Client with a reasonable time frame to: (i) download for its records copies of its Applicant Screening Reports, and/or (ii) obtain from AccuSourceHR, at AccuSourceHR's then-current fee, copies of Client's Applicant Screening Reports. Thereafter, AccuSourceHR shall have no further duty to maintain copies of Applicant Screening Reports for access by Client.
- (b) Account Deactivation. Client acknowledges that if Client is determined at any time not to meet AccuSourceHR's standard client credentialing requirements and as a result Client's account is not activated, or is subsequently deactivated, then any prior charges incurred related to Client's account, whether for account set-up registration or for pending or completed orders, shall be promptly paid to AccuSourceHR by Client. AccuSourceHR may suspend or deactivate Client's account(s) in the event Client does not place any orders under its account(s) for an extended period of time, as determined in accordance with AccuSourceHR's standard account policies.

12. NOTICES. Any notices regarding this Addendum: (i) must be in writing, (ii) must be delivered (a) in person, (b) by certified mail, return receipt requested, postage pre-paid, or (c) by a nationally recognized overnight delivery service; (iii) must be delivered to the applicable party at the address set forth below in this Section 12, or such other address as a party may designate by notice in accordance with this Section 12; and (iv) will be deemed given on the date of delivery. Where this Agreement requires AccuSourceHR to provide written notice to Client, AccuSourceHR may provide such notice via email to Client's primary contact in the AccuSourceHR system and by posting such changes on a AccuSourceHR website for changes relating to pricing, fees, and service descriptions and service availability.

<p>Notices to AccuSourceHR:</p> <p>AccuSourceHR, Inc. 11811 N. Tatum Blvd. Suite 3031 Phoenix, AZ 85028 Attn: Legal Department Email: contracts@accusourcehr.com</p>	<p>Notices to Client*:</p> <p>County of Riverside Human Resources Department 4080 Lemon St 7th Fl Riverside, CA 92501 Attn: Purchasing Email: hrfinance@rivco.org</p>
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**If Client's contact information is not completed here, notices to Client will be provided to the address provided by Client to AccuSourceHR during the account set-up process.*

Attachment A
Client Compliance Certification with Information Access & Security Requirements

Information Access & Security Requirements

1. Client shall protect its AccuSourceHR Account User identification number(s) and password(s) ("Account User IDs") so that only key Client personnel with an authorized need-to-know this sensitive information are given the ability to order and access Screening Reports. Client shall not post or otherwise publicly display its Account User IDs. If a person who knows the Account User IDs leaves Client's company or no longer needs to have access due to a change in duties, Client shall immediately change such Account IDs.
2. Client shall place all terminal devices or systems used to obtain Screening Reports in a secure location within Client's facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, Client shall turn off and/or lock all such devices or systems used to order and/or access Screening Reports.
3. Client shall not discuss AccuSourceHR Account User identification number(s) and password(s) ("Account User IDs") by telephone with any unknown caller, even if the caller claims to be an employee of AccuSourceHR.
4. Client shall secure hard copies and electronic files of Screening Reports within Client's facility so that only authorized personnel can access them.
5. Client shall shred or otherwise permanently destroy all *hard copy* Screening Reports when no longer needed and when applicable Laws or regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
6. Client shall erase and overwrite or scramble *electronic files* containing Screening Reports and Applicant information when no longer needed and when applicable Laws or regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
7. Client shall make all appropriate Client personnel aware that Client and its authorized personnel are allowed to order and use Screening Reports only for the permissible purpose(s) set forth in the Addendum, and that Client personnel shall not order or access their own reports nor order or access the report of a family member or friend unless it is approved for the permissible purposes authorized in, and conducted in accordance with the Addendum.

**Attachment B
Scope of Service and Fee Schedule**



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 Web: www.accusourcehr.com

**Attachment B
Scope of Services and Fee Schedule**

Company Name:	County of Riverside	Date:	06 / 06 / 2023
Sales Rep:	Kristin Fehrenbacher	Email:	kfehrenbacher@accusourcehr.com
Contact Phone:	951-550-8438	Annual Volume:	5,000+

Packaged Services	Price
RIVCO - CRD Credit Check Only Social Security Trace (SST) Credit Report - For Employment purposes	\$9.95
RIVCO - CRM - 7-Year Criminal Records Check + National Sex Offender + MVR Social Security Trace (SST) County Criminal Direct Search – 7-year search, all true names and counties based on the Social Security Trace (SST) Nationwide Sex Offender - all true names and counties based on the Social Security Trace (SST) Motor Vehicle Records - One state driver license search of the current state of licensure	\$24.24
RIVCO - 7-Year Criminal Records Check Package Social Security Trace (SST) County Criminal Direct Search – 7-year search, all true names and counties based on the Social Security Trace (SST)	\$17.62
RIVCO - DMV-CRD Package Social Security Trace (SST) Credit Report - For Employment purposes Motor Vehicle Records - One state driver license search of the current state of licensure	\$12.45
RIVCO - DMV-Motor Vehicle Records Check Only Social Security Trace (SST) Motor Vehicle Records - One state driver license search of the current state of licensure	\$4.50
RIVCO - DMV-SOR Package Social Security Trace (SST) National Sex Offender - primary name Motor Vehicle Records - One state driver license search of the current state of licensure	\$7.25
RIVCO - EDU-CRD Package Social Security Trace (SST) Credit Report - For Employment purposes Education Verifications - Highest Degree Earned	\$16.90
RIVCO - EDU-DMV Package Social Security Trace (SST) Education Verifications - Highest Degree Earned Motor Vehicle Records - One state driver license search of the current state of licensure	\$11.45

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RIVCO - EDU-DMV-CRD Package Social Security Trace (SST) Education Verifications - Highest Degree Earned Motor Vehicle Records - One state driver license search of the current state of licensure Credit Report - For Employment purposes	\$19.40
RIVCO - EDU-DMV-SOR Package Social Security Trace (SST) Education Verifications - Highest Degree Earned Motor Vehicle Records - One state driver license search of the current state of licensure National Sex Offender - primary name	\$14.20
RIVCO - Education Verification Only Social Security Trace (SST) Education Verifications - Highest Degree Earned	\$8.95
RIVCO - EDU-LIC Package Social Security Trace (SST) Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification	\$15.90
RIVCO - EDU-LIC-CRD Package Social Security Trace (SST) Education Verifications - Highest Degree Earned Credit Report - For Employment purposes Professional License Verification - includes (1) verification	\$23.85
RIVCO-EDU-LIC-DMV Package Social Security Trace (SST) Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure	\$18.40
RIVCO-EDU-LIC-DMV-CRD Package Social Security Trace (SST) Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification Credit Report - For Employment purposes Motor Vehicle Records - One state driver license search of the current state of licensure	\$26.35
RIVCO-EDU-LIC-DMV-SOR Package Social Security Trace (SST) Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification National Sex Offender - primary name Motor Vehicle Records - One state driver license search of the current state of licensure	\$21.15
RIVCO-EDU-LIC-SOR Package Social Security Trace (SST) Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification National Sex Offender - primary name	\$18.65

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RIVCO-EDU-SOR Package Social Security Trace (SST) Education Verifications - Highest Degree Earned National Sex Offender - primary name	\$11.70
RIVCO-EMP-CRD Package Social Security Trace (SST) Employment Verifications - Includes (1) Verification Credit Report - For Employment purposes	\$16.90
RIVCO-EMP-DMV Package Social Security Trace (SST) Employment Verifications - Includes (1) Verification Motor Vehicle Records - One state driver license search of the current state of licensure	\$11.45
RIVCO-EMP-DMV-CRD Package Social Security Trace (SST) Employment Verifications - Includes (1) Verification Motor Vehicle Records - One state driver license search of the current state of licensure Credit Report - For Employment purposes	\$19.40
RIVCO-EMP-DMV-SOR Package Social Security Trace (SST) Employment Verifications - Includes (1) Verification Motor Vehicle Records - One state driver license search of the current state of licensure National Sex Offender - primary name	\$14.20
RIVCO-EMP-EDU Package Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned	\$15.90
RIVCO-EMP-EDU-CRD Package Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned Credit Report - For Employment purposes	\$23.85
RIVCO-EMP-EDU-DMV Package Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned Motor Vehicle Records - One state driver license search of the current state of licensure	\$18.40
RIVCO-EMP-EDU-DMV-CRD Package Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned Motor Vehicle Records - One state driver license search of the current state of licensure Credit Report - For Employment purposes	\$26.35

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<p>RIVCO-EMP-EDU-DMV-SOR Package</p> <p>Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned Motor Vehicle Records - One state driver license search of the current state of licensure National Sex Offender - primary name</p>	<p>\$21.15</p>
<p>RIVCO-EMP-EDU-LIC Package</p> <p>Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification</p>	<p>\$22.85</p>
<p>RIVCO-EMP-EDU-LIC-DMV Package</p> <p>Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure</p>	<p>\$25.35</p>
<p>RIVCO-EMP-EDU-LIC-DMV-CRD Package</p> <p>Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure Credit Report - For Employment purposes</p>	<p>\$33.90</p>
<p>RIVCO-EMP-EDU-LIC-DMV-SOR Package</p> <p>Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure National Sex Offender - primary name</p>	<p>\$28.10</p>
<p>RIVCO-EMP-EDU-LIC-SOR Package</p> <p>Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned Professional License Verification - includes (1) verification National Sex Offender - primary name</p>	<p>\$25.60</p>
<p>RIVCO-EMP-EDU-SOR Package</p> <p>Social Security Trace (SST) Employment Verifications - Includes (1) Verification Education Verifications - Highest Degree Earned National Sex Offender - primary name</p>	<p>\$18.65</p>
<p>RIVCO-EMP (PAST 5 Years)</p> <p>Social Security Trace (SST) Employment Verifications - 5-year history, all employers</p>	<p>\$15.90</p>

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RIVCO-EMP (PAST 5 YEARS)-LIC Package Social Security Trace (SST) Employment Verifications - 5-year history, all employers Professional License Verification - includes (1) verification	\$22.85
RIVCO-EMP (PAST 5 YEARS)-LIC-DMV Package Social Security Trace (SST) Employment Verifications - 5-year history, all employers Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure	\$25.35
RIVCO-EMP (PAST 5 YEARS)-LIC-DMV-CRD Package Social Security Trace (SST) Employment Verifications - 5-year history, all employers Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure Credit Report - For Employment purposes	\$33.90
RIVCO-EMP (PAST 5 YEARS)-LIC-DMV-SOR Package Social Security Trace (SST) Employment Verifications - 5-year history, all employers Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure National Sex Offender - primary name	\$28.10
RIVCO-EMP (PAST 5 YEARS)-LIC-SOR Package Social Security Trace (SST) Employment Verifications - 5-year history, all employers Professional License Verification - includes (1) verification National Sex Offender - primary name	\$25.60
RIVCO-EMP (PAST 5 YEARS)-SOR Package Social Security Trace (SST) Employment Verifications - 5-year history, all employers National Sex Offender - primary name	\$18.65
RIVCO-LIC-DMV Package Social Security Trace (SST) Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure	\$11.45
RIVCO-LIC-DMV-CRD Packages Social Security Trace (SST) Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure Credit Report - For Employment purposes	\$19.40
RIVCO-LIC-DMV-SOR Package Social Security Trace (SST) Professional License Verification - includes (1) verification Motor Vehicle Records - One state driver license search of the current state of licensure National Sex Offender - primary name	\$14.20

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RIVCO-LIC-Professional License Verification Only Social Security Trace (SST) Professional License Verification - includes (1) verification	\$8.95
RIVCO-LIC-SOR Package Social Security Trace (SST) Professional License Verification - includes (1) verification National Sex Offender - primary name	\$13.20
RIVCO-SOR-Sex Offender Registry Check Only Social Security Trace (SST) National Sex Offender - primary name	\$4.75
RIVCO - EMP - 5 Years Total of Employment History Social Security Trace (SST) Employment Verifications - 5-year history, all employers	\$36.75
RIVCO - EMP - 7 Years Total of Employment History Social Security Trace (SST) Employment Verifications - 7-year history, all employers	\$50.65
RIVCO - EMP - 9 Years Total of Employment History Social Security Trace (SST) Employment Verifications - 9-year history, all employers	\$64.55

Product	Turn-Around Time (Averages but vary based on service, location, court delays/closures, etc.)	Price
Court Record Searches		
County Criminal Direct Search <i>Service:</i> A search for criminal convictions at the appropriate county courts. Records are available in each county throughout the United States.	Same day – 3 business days	\$6.25
Federal Criminal Primary Records Search <i>Service:</i> A search for criminal convictions at the appropriate federal district court. Records are available in all federal district throughout the United States.	Same day – 3 business days	\$6.00
Database Record Searches		
Global Watchlist <i>Service:</i> A search of a database compiled from lists provided by U.S. and various international governmental agencies of individuals who may be involved in terrorist activities, money laundering, illegal imports, fraud against government agencies, violations of federal banking regulations, and fugitives from justice.	Instant	\$2.75
Integrated National Criminal Database <i>Service:</i> Search of National Wants and Warrants, Multi-State/National Database Criminal Search, Nationwide Sex Offender Search, OFAC and additional government databases	Instant	\$4.25

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Nationwide Sex Offender Registry Service: A nationwide search of sex offender records	A few Hours - Same Day (No hits)	\$2.75
Verification Searches		
Education Verification (Highest Degree Earned) Service: Verifies a person's educational history which can help eliminate falsified or overstated credentials.	1-3 business days	\$6.95
Employment Verification (Per Employer) Service: Verifies a person's past and/or present work experience (including military verification)	1-3 business days	\$6.95
Professional References (Per Reference) Service: Surveying an applicant's professional references with pre-formatted questions regarding their professional character and work performance.	1-3 business days	\$6.95
License Verification (Per License) Service: Verifies status of professional license or certification.	1-3 business days	\$6.95
MVR Services		
Motor Vehicle Record (Per State) Service: A search of the state Bureau of Motor Vehicle records for driver information.	Most states instant	\$2.50
Additional Services		
Social Security Number Trace (SST) Service: A search of credit headers and other database sources to provide history of the applicant's names and addresses as they originate from credit headers. SST is recommended as the search criterion identifier for criminal history searches.	A few Hours – Same Day	\$2.00
Credit History Service: A search for credit bureau records to obtain a profile of the applicant's financial seven-year history. Records may detail overdue or slow accounts, charge offs, collections, suits, tax liens, public records, judgements and bankruptcies. (this search should be reserved for positions with access to cash or other negotiable instruments or requiring financial or executive decision-making due to restrictions in several jurisdictions limiting use in employment)	A few Hours – Same Day	\$7.95
Workers' Compensation Report Service: A seven-year search of appropriate State Bureau of Workers' Compensation records	Varies by state (Avg. 2- 10 days)	\$3.35
Social Media Screening Report – Basic Service: Includes an objective, bias-free account of an individual's social media and digital media behavior. Basic Report includes Candidate Information, Risk Score and Detailed Summary. Affords added visibility for entry-level placements and internal audits.	1-3 business days	\$17.75



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Social Media Screening Report – Pro Service: Includes an objective, bias-free account of an individual’s social media and digital media behavior. Full Report includes Candidate Information, Behavioral Summary, Platform Scores, Screenshot Explanations, Risk Score and Detailed Summary. Aids in mitigating placement risk for senior and C-Level placements and supports vendor and investor vetting processes.	1-3 business days	\$25.25
Miscellaneous		
Database verification fee, if applicable Verification of hits on criminal database at the appropriate jurisdiction. Does not include applicable court access fees. Per FCRA compliance, all hits on National Criminal Database MUST be verified at the actual court of jurisdiction.	N/A	\$6.25
Additional Research Fee Additional fee for direct applicant contact or extended research beyond the standard product scope. Rate is applied per file (not individual component.)	N/A	\$7.50
Credit Credentialing Fee If requesting initial set-up of credit history, please allow 5-7 business days for TransUnion to issue a subscriber code. Subscriber codes will be issued after all credit credentialing paperwork and site inspection is returned/completed.	N/A	\$130.00
Set-up Fee If requesting initial set-up of Drug Screening services, please allow 7-10 business days for laboratory account set-up.	N/A	\$0.00
NeoGov Integration Fee Additional fees from NeoGov may apply, please contact your NeoGov Representative for costs.	Per Hour - Standard Integrations is averaged at 2 hours	\$250.00

International Criminal Services are available with individual country/territory pricing provided upon request.

Prices do not include court fees, third party verification charge which may apply when an employer or educational institution has outsourced management of their records or MVR state fees. All alias and or all address searches include all jurisdictions and true alias names identified on the Social Security Trace unless otherwise defined. Due to the name-based filing system used by the courts, all court research is conducted on a per-name basis. There is an additional charge for searching AKA's or alias names unless bundled in a package to include all true alias names. There is a \$1.00 fee for a canceled file. If any service is processed prior to cancellation, the service is charged to the file. Due to market volatility, International rates are subject to change. Drug testing and/or medical services pricing includes collection and/or medical services at an in-network facility or collection site and confirmation by the MRO if necessary. An additional out of network collection and service at an out of network fee may apply and are subject to change without notice. "Hits" from criminal database searches must be verified at the court of jurisdiction to meet FCRA requirements, additional charges will apply.

Notes:

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* All court and data base searches are priced per name. Any additional name will be the same price as the searches requested.

Pricing subject to change with 30-day written notice.

Attachment I
HIPAA Business Associate Agreement
Addendum to Contract

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the Parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the Parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
- 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

- 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
- 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
- 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
- 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third-party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third-party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

- e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The Parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.
9. **Hold Harmless/Indemnification.**
- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising

from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third-party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either Party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either Party, upon written notice to the other Party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other Party breaches a material provision of this Addendum.
 - 2) Provide the other Party with an opportunity to cure the alleged material breach and in the event the other Party fails to cure the breach to the satisfaction of the non-breaching Party in a timely manner, the non-breaching Party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching Party, upon the request of the non-breaching Party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching Party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible.

Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12.

General Provisions.

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471