

Standard Professional Services Agreement (“PSA”)

Revision G – June 2016

AGREEMENT FOR PROFESSIONAL SERVICES

Temporary Services RFP 2021

This agreement ("Agreement"), dated as of November 15, 2021 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Tryfacta, Inc.**, a California Corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified and experienced in providing temporary help employment services and related services; and

WHEREAS, in the judgment of the Director of Human Resources it is necessary and desirable to employ the services of Consultant for temporary help employment services.

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

A G R E E M E N T

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

- b. Any and all persons identified in this Agreement or any Exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

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

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in **Exhibit B** provided, however, that total payments to Consultant shall not exceed **\$2,500,000.00**, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from **January 1, 2022 to December 31, 2024, with the option to renew for three one-year terms** unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or

otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

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

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

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not

exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

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

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

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

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

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

require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

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

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

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

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Consultant shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this

Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

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

TO: COUNTY: Deena Thompson-Stalder, R & C
Human Resources Department
575 Administration Drive, Suite 116B
Santa Rosa, CA 95403

TO: CONSULTANT: Arman Dhar, Account Manager
Tryfacta, Inc.
4637 Chabot Drive, Suite 100
Pleasanton, CA 94588

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONSULTANT: TRYFACTA, INC.

COUNTY: COUNTY OF SONOMA

By: _____

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

Title: _____

Date: _____

By: _____

Christina Cramer
Director of Human Resources

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

Title: _____

Date: _____

EXECUTED BY:

By: _____

Christina Cramer
Director of Human Resources

Date: _____

EXHIBIT A SCOPE OF SERVICES

1. **Master Service Plan Outline:** Contractor will meet with County representatives to create/revise implementation plan.
2. **Department Work Plans:** Contractor will meet with County managers as needs arise to ensure successful placement of temporary staffing employees; and will continue the practice of meeting with County managers should the need arise.
3. **Recruitment:** Contract will ensure a sufficient number of qualified persons are readily available to meet the County's temporary help needs by aggressively recruiting such individuals for assignment at the county as stated within the "Recruitment methodologies used to secure qualified employees" narrative section on pages 15-17 of the Contractor's proposal.
4. **Pre-placement Screening and Selection Services:** contractor will ensure that a sufficient number of qualified persons are readily available to meet the County's temporary help needs by aggressively recruiting such individuals for placement with the County as stated within the following narrative sections on pages 15-27 of Contractor's proposal:
 - a. The following narrative sections are referenced from Contractor's proposal:
 - i. Skills Screening Methodology: pages 18-25
 - ii. Background Checks and Drug Screenings: pages 26-27
 - iii. Reference Checks: page 27
5. **Orientation Services:** Contractor will provide the internal and customized orientation for each of Contractor's temporary workers prior to assignment at the County as outlined within the on pages 7 and 33 of Contractor's proposal.
6. **Ordering:** contractor will accept orders placed by phone or email. Regardless of the method used to place an order, Contractor will provide quick order fulfillment, as stated on page 31 of Contractor's proposal, and any needed follow-up to ensure that the most qualified personnel are assigned to work at the County.
7. **Confirmation Services:** Contractor will make an arrival time telephone call to the County representative(s) who placed the job order request within 30 minutes of the temporary worker's scheduled arrival time. Contractor will also make a quality control call to the County representative who placed the request on the first day of each new assignment to confirm that the temporary candidate(s) is/are performing up to the County's expectations.
8. **Service Guarantee:** In the event that a temporary staffing employee does not initially meet performance standards, the Contractor agrees not to charge the County for the eight (8) hours worked by that employee. Contractor uses Buffer Policy, Bench Policy, and Pool of Talents to handle replacements as stated on page 32 of the Contractor's proposal
9. **Account Assessment Services:** Contractor will take affirmative steps as stated within the "Needs Assessment" narrative section on pages 32-33 of the Contractor's proposal to ensure County's satisfaction with Contractor's services.
10. **Temporary Staff Supervision, Evaluation, and Follow-Up Services:** Contractor will ensure quality control and client satisfaction by taking affirmative steps as indicated within the "Temporary staffing firm employee supervision, evaluation, and follow-up services" narrative section on page 34 of Contractor's proposal.
11. **90-Day Notification Services:** Contractor shall notify the appropriate County personnel in each department of any employee of Contractor on assignment at the County who is approaching the 90-day

limit imposed by Government Code 31000.4. Contractor will also provide appropriate follow-up to the County as required as noted on page 35 of Contractor's proposal.

12. **Invoicing:** Contractor will provide accurate and timely bi-weekly billings for Contractor employees' services in the manner represented within the "Billing Process: narrative section on page 35 of Contractor's proposal.
13. **Reporting Services:** Contractor will provide County customized reporting services for the County.
14. **Transition of Services:** Contractor agrees to allow any temporary agency employee assigned to work at the County to transition from Contractor to County extra-help at any time within the 90-day period without cost to the County or Contractor's temporary worker.
15. **Background Checks:** Contractor agrees to provide background screenings for temporary staffing workers supplied to the County, as stated on pages 12 and 26-27 of the Contractor's proposal.
 - a. The following narrative sections are referenced from Contractor's Proposal:
 - i. Consumer Reporting Agency: page 12
 - ii. Background Checks & Drug Screenings: pages 26-27
 - iii. Reference Checks: page 27
16. **Direct Hire Guarantee:** Contractor offers direct hire services for the County, should the County decide to utilize these services.
17. **Web-based timekeeping:** Contractor offers the county the Web-based timesheet/timekeeping system.
18. **Implementation and Transition Services:** Contractor will provide appropriate implementation and transitioning plans and meetings with County to facilitate continuous service, as stated within the chart/narrative section on page 17 of Contractor's proposal.

Agricultural Assistant	500+	14	05
APOSD GIS Technician	500+	06	01
Administrative Services Officer I	500+	07	04
Buyer	500+	00	00
Case Management Specialist	500+	00	00
Clerical Helper	500+	21	10
Clerk-Recorder-Assessor Specialist I	500+	19	05
Clerk-Recorder-Assessor Specialist II	500+	03	05
Community Health Worker I	500+	21	05
Community Health Worker II	500+	21	04
Cook	500+	09	03
County Communications Specialist	500+	21	04
Data Entry Operator II	500+	34	02
Department Analyst	500+	12	01
Department Information Systems Specialist I	500+	19	02
Department Information Systems Specialist II	500+	12	01
Department Information Systems Technician I	500+	18	02
Department Information Systems Technician II	500+	15	02
Department Program Manager	500+	17	01
Document Imaging Technician I	500+	13	02
Document Imaging Technician II	500+	05	01
Elections Specialist I	500+	27	03
Elections Specialist II	500+	32	04
Executive Secretary	500+	35	03
Geographical Information Systems Technician I	500+	21	02
Geographical Information Systems Technician II	500+	13	02

5. *A general description of training and/or support services your firm will provide those referred to the County in response to requests for temporary staffing services.*

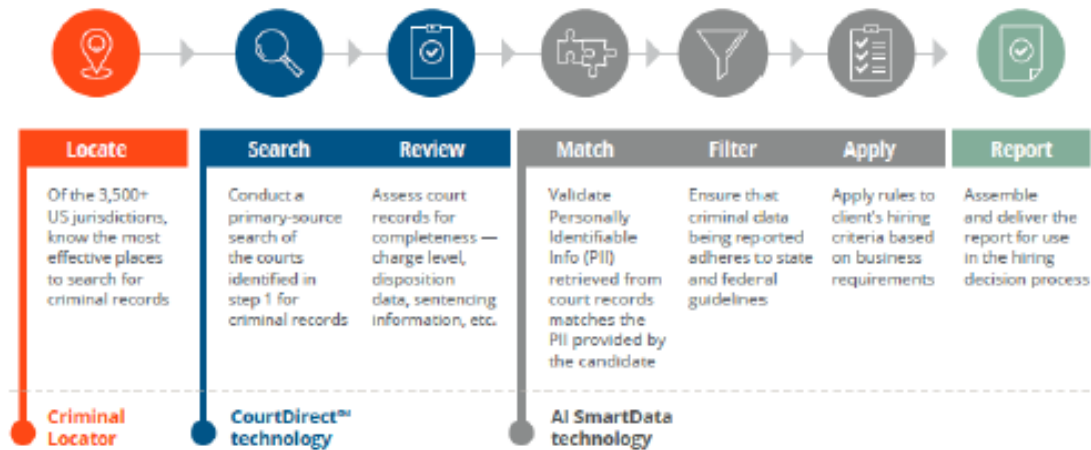
- a) **Timesheet Management Training:** Tryfacta provides timesheet management training to its employees. We train our employees to maintain employee project timesheet; Daily task report project-wise; work status and comments on work; Track daily work time; Total working hours' calculations; Edit timesheet record; Monitors attendance and login time etc.
- b) **Induction or Orientation Training:** Introducing a new employee to the organization's environment comprising of day-to-day functioning, products, services, rules, and regulations. Our purpose of such training is to reduce the nervousness of a new joinee, by making him/her accustomed to the working environment. It also means giving a fair idea to the new employee about, what he is supposed to do in the organization.
- c) **Job Training:** This training is job-specific and is given to the employee who must perform that job. Under this training, the information about the tools and technology, the process, methods to be used, the safety measures to be undertaken, etc. are explained by Tryfacta. Through this training, our employee develops the confidence and the necessary skills that enable him/her to perform his job effectively and efficiently.
- d) **Safety Training:** Safety training is given to the employees to minimize the number of accidents caused due to the handling of machines or other equipment. Under this training, the employees are given safety instructions on the usage of machinery and other dangerous devices.
- e) **Refresher Training or Retraining:** The retraining or refresher training is given to the old employees with the purpose of improving their efficiencies. They are introduced to the new methods and

Apart from the benefits that we provide to the employees, we also take the following steps to improve retention and employee engagement to ensure utmost employee satisfaction:

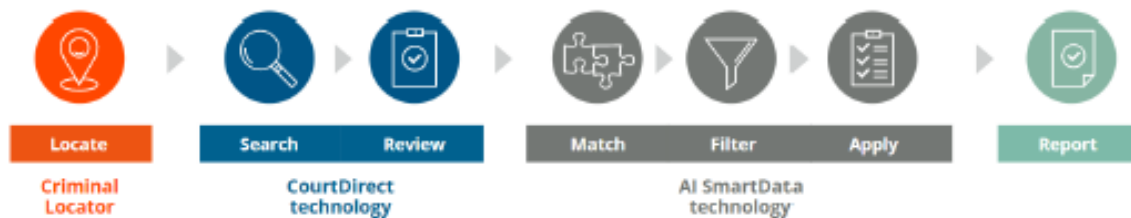
- Frequent status meetings and regular check-ins to understand and resolve issues.
- Continuous professional training and discounts with our training partners for coursework and certifications [Edureka.com].
- Opportunities for personal and professional growth.
- Employee recognition programs.
- Individual development plans.
- Quarterly Employee Newsletter.

7. Provide the name of the consumer reporting agency you use to conduct background investigations, and attach the consumer reporting agency's bill rates.

Tryfacta uses the services of Sterling's that has helped shape the background screening and identity services industry since 1975. Our partner has spent decades developing deep industry expertise, building powerful relationships and integrated global networks, and providing game-changing technology and client services that enable us to produce trusted, meaningful results.



The screening process for employment criminal background checks will generally consist of three steps: a social security number trace, a national criminal records database check, and a sex offender database search. Employers can use the results to make an informed hiring decision that protects their company. With Sterling, we take great pride in our robust Criminal Background Screening solutions, and our ability to provide multiple options for clients with varying degrees of business requirements.



Our background checks rates are inclusive in the bill rates. Drug screening will be excluding from the bill rate.

PART II. CORE TEMPORARY STAFFING SERVICES PROPOSED

Briefly describe how your firm proposes to meet the temporary service needs of the County of Sonoma in each of the following areas:

1. Recruitment methodologies used to secure qualified employees.

Tryfacta has a team of 150+ recruiters to source, recruit and select the best available staff for County. Tryfacta has access to over 5 million resumes in our pre-vetted resume database, including over 20,000+ resources that are local to California, which will enable us to meet the requirement. To augment the capability of our recruiters, we have premium accounts of all the popular job websites, such as Monster, Dice; indeed, CareerBuilder, Linked In, etc.

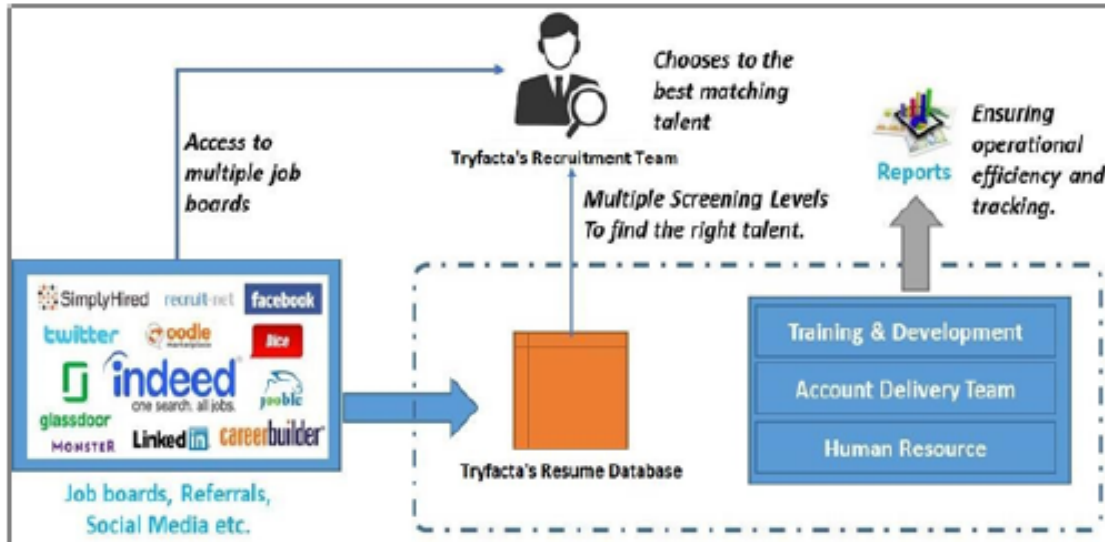


Figure: Our Sourcing Methods

Tryfacta will use the following methodology to secure qualified employees from the local staffing market.

- a) **Postings to Internal and External Job Boards:** Tryfacta’s Applicant Tracking System (ATS) publishes requisitions in real-time on Tryfacta’s career website, enabling jobs to be posted seamlessly on the internal job board. Tryfacta’s over 3000+ employees can search internal requisitions. Depending on their current assignment term dates, apply online and refer qualified friends and associates for open positions through the employee referral gateway. ATS also helps make external job publishing easier and more efficient by quickly cross-posting requisitions to internet job boards, driving them back to Tryfacta’s corporate career site for applications and entry into the candidate database. ATS provides the ability to cross-post to most of the popular third-party internet job search boards.
- b) **Online Job Boards:** Tryfacta uses all the common job boards such as Monster, Simply hired, LinkedIn, Career Builder, Indeed.com, and Hot Jobs, as well as specialty job boards for niche or highly skilled positions. Our Career Builder account is cross-indexed with several newspapers throughout the nation so that both print and online advertising is created.
- c) **Local Employment Posting Papers and Websites:** We will be advertising the job positions via local employment posting papers and websites. We understand that many candidates review free employment-related websites (e.g., Craigslist) and papers that can be found in local establishments and many support organizations, missions, and restaurants, and we post on these sources.

- d) **Local Community Colleges & Universities:** Many skilled personnel are trained through local community colleges and trade schools. We find that advertising and working with internal employment offices can be an excellent source of applicants who are looking for employment opportunities
- e) **Local Job Fairs:** In addition to selected advertising in local media, Tryfacta's recruiting/management team sponsors and participates in regular job fairs, hosts recruiting open houses, saturates local markets with recruiting and referral fliers, and works closely with state and local job assistance agencies to ensure every possible sourcing option is pursued. Additional examples include multi-lingual job postings and diversity-based referral bonus programs.
- f) **Social Networking Sites:** As social and professional networking sites continue to gain popularity, Tryfacta's proactive recruiting strategy maximizes the use of social networking sites such as LinkedIn, Facebook, and Twitter to connect with untapped pools of potential candidates. This medium is also successful in generating referrals.
- g) **Local Employee Referrals:** One of our best sources of exceptional talent is employee referrals. These are often passive candidates who cannot be found on job boards (have not posted their resume or qualifications). Our employee referral program offers employees a cash reward for referring their friends and associates for a suitable position and eventually placed in.
- h) **Special Support Local Public Employment Organizations:** Tryfacta works with organizations that assist special needs personnel. We find that hiring special-needs individuals are very beneficial as these candidates tend to be local and very dependable. We identify only those appropriate positions and work closely with the organizations to carefully qualify these individuals before submitting them to Tryfacta.

Complete Recruitment Cycle:

- **Initiate:** The work is initiated as soon as we get any staffing requirement from the County. Along with sending the acknowledgment to the County, the staffing requirement is immediately entered into our Applicant Tracking System (Ceipal).
- **Assign:** Based upon the staffing request received from the County, our Account Manager understands the job requirements. This includes understanding the project requirements, SOW, environment, qualification, experience, mandatory and desirable skill set requirements. The Account Manager drafts a requisition about the requirement and submits the requirement in Ceipal. The Account Manager and Recruitment manager assign this requirement to the dedicated recruitment team for the County.
- **Selection:** During the selection phase, the dedicated recruitment team utilizes different sources like Ceipal, an internal pool of staff, proprietary pre-vetted resume database, tie-up with Local Employment Agencies and Universities, referrals of the internal employee, and different job portals to find qualified candidates. After sourcing candidates, our project management team and an expert will perform screening and interview coordination with the County. After getting approval from the County, Tryfacta will start the background check process and share the reports and other pre-employment documents with the County.
- **E-On-Boarding:** E-On-boarding of candidates is managed by Applicant Tracking System owned by Tryfacta. We will share the candidates' documents with the County during this phase and coordinate the start date, security check, and other formalities with the County and candidate. We will also conduct a new hire orientation, ethics training and interact with the employees to educate them about our work culture and benefits during this phase.
- **Monitor and Control:** Our Project Monitoring and Controlling Process group includes the processes to ensure that the project is managed and executed according to the Project Plan. Our dedicated project management team will work with the County and temporary staff to fill timesheets timely and generate error-free invoices. The team will conduct a regular meeting with the County to check our proposed

employees' performance and different types of feedback. Project Monitoring and Controlling includes tracking, reviewing, and managing the progress and implementation of the project, along with managing changes when required. The Project manager will provide a regular status report to the County.

- **Close:** Tryfacta closing process includes the formal acceptance of requirement(s) and the ending thereof. We archive all activities and document lessons learned. This phase consists of finalizing all activities across all of the process groups to close the requirement formally. Complete and settle each requirement (including the resolution of any open items and invoices).

Activities	Authority	Result
<ul style="list-style-type: none"> • Immediately upon award, Tryfacta will conduct an orientation briefing after award at the County facility/online at a mutually agreeable date and time. • The meeting's purpose will be to introduce the key team members, explain their roles, review the communication ground rules, set expectations, and assure a common understanding of the sub-task requirements and objectives. • We will identify current and potential problems. 	County and all stakeholders	<ul style="list-style-type: none"> • Develop goals for optimum execution of the contract. • Allow stakeholders to understand the milestones, risks, assumptions, and constraints of the project. • Create a well-connected relationship and communication among the team members, County, and stakeholders.
<ul style="list-style-type: none"> • Our Account Manager addresses any questions; identifies contact points; reviews and identifies any County furnished equipment, material, or information required; and reviews our current program management processes for any recommended changes or improvements. Specifically, we: <ul style="list-style-type: none"> o discuss our approach to managing the contract, generating related documentation, and achieving successful milestone exits. o Discuss our approach to supporting compliance with the County's processes, and o discuss how effective project management will lead to achieving the County to operate on schedule and within budget. 	Account Manager County and all stakeholders	<ul style="list-style-type: none"> • Remove any obstructions that might occur during the program's execution by making everything clear, explicit, and unambiguous. • Develop Approach and Compliance.
<ul style="list-style-type: none"> • The work is initiated as soon as we get the staff requirement from the County. Along with sending the County's acknowledgment, staffing requirements will be immediately entered into our Applicant Tracking System (ATS). • Immediately activate the recruitment team to hire staff or any other resources based on County's requirements. • 2 phase staff interviews on call and forward resume to the HR team. • Get ready on bench candidates for joining. • 24X7 Response team will be set up and assigned. 	Account Manager Recruitment Manager Recruitment Team HR Team	<ul style="list-style-type: none"> • Recruit Staffs as per the required positions. • Trained Staff and knowledge exchange • Start Program activities
<ul style="list-style-type: none"> • E-On-boarding of candidates, no hard paperwork is required. • Provide training to the 24X7 response team. • Other Joining formalities 	Account Manager HR Team	<ul style="list-style-type: none"> • Setup 24x7 response team • Online and immediate paperwork
<ul style="list-style-type: none"> • Training to the staff. • Regular follow-up with the staff. • Update training material (if required). • Staff Orientation. • Background Check. 	Account Manager HR Team	<ul style="list-style-type: none"> • Trained staff • Training Material • Verification of the staff
<ul style="list-style-type: none"> • Follow-up with the staff. • Replace if any staff is no more for the position. • Reconfirm staff training & orientation. • Confirm staff members for project activities. • Hire buffer staff for emergency 	Account Manager HR Team	<ul style="list-style-type: none"> • 100% of the staff is ready for the program implementation. • Backup staff is also available for replacement immediately.

2. The screening and selection process used to determine qualified persons that would be assigned to work at the County.

We have a team of 150+ qualified recruiters, Lead, Manager, and Screening Experts who provide services to our clients all across the United States. All Tryfacta’s recruiters have the solid background experience and proven interviewing methods needed to qualify candidates. Our thorough screening process includes in-depth interviews with trained consultants/SMEs, technique and skills analyses, verification of degrees, and reference checks. All potential candidates meet with a Tryfacta Recruiter and Account Manager in a formal interview. The face-to-face / online interviews consist of candidates interviewing against the specific individual job requirements. The two (1-2)-hour interview process determines experience, expertise, and suitability to a particular job and organization. An Executive Summary of interview is then generated and presented it to the client.

Tryfacta’s full-service Talent Acquisition Team (TAT) comprises

- **Recruiters/Profile Sourcers/Coordinators** (across levels & domains) with IT background (1-7 years of experience).
- **Recruitment Managers** with Talent Acquisition and Managerial background (7-12 years of experience)
- **HR/Compliance Managers/Trainers** with a mix of HR, Talent Acquisition, and Managerial background (7-12 years of experience)
- **Program Managers** with IT, Account/Project Management & Service Delivery background (10-15 years of experience)
- **A panel of Screening Experts**

Over the last few years, the TAT has maintained a highly effective conversion rate of 1:3 or less (Selected v/s Sourced candidates for any position).

Tryfacta has a rigorous process of screening, validating, and qualifying candidates. We carefully evaluate and select suitable candidates for the organization’s position and organization through our screening processes. Multiple staff members interview each prospective candidate to ensure the best fit for our Client. Our recruiters conduct first-level screening by juxtaposing a job description with our exhaustive question bank to screen the candidate appropriately. Tryfacta’s proprietary question bank includes thousands of questions across all kinds of technologies, skillsets, and domains. Our recruiter verifies the contents of a resume for authenticity by conducting reference checks and a thorough HR evaluation under an interview.

Following this, our Recruitment Manager conducts overview and candidate assessment.

1. Pre-Qualification

- Determine candidate qualifications, preferences, and availability

2. Assessment

- Interview candidate more about skills, experience, knowledge, and pay
- Administer testing to verify the candidate’s abilities
- Reference checks, credentialing, and other verifications

3. Registration

- Complete online application process
- Administer conditional employment forms, such as Form I-9 and Form W-4

4. Orientation

- Provide Employee Handbook and obtain candidate’s acknowledgement
- Administer any client-specific training or orientation materials if applicable



Figure:Tryfacta Screening Process

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Depending on the skill set and level of experience, he calls upon the Screening or Subject Matter Experts to conduct a thorough interview of the candidates to understand a client's requirement. Once the Screening Experts clear a candidate, our Recruitment Manager works a final round of discussion with the candidate before forwarding his resume to the Account Manager. The Account Manager then conducts his assessment of the candidate's fitment vis-à-vis a client requirement, considering the feedback (documented in prescribed formats – at all levels) he receives from the Recruiter, Recruitment Manager, and the Technical Screening Expert. Only once the Account Manager is delighted with a resume is presented to the Client.

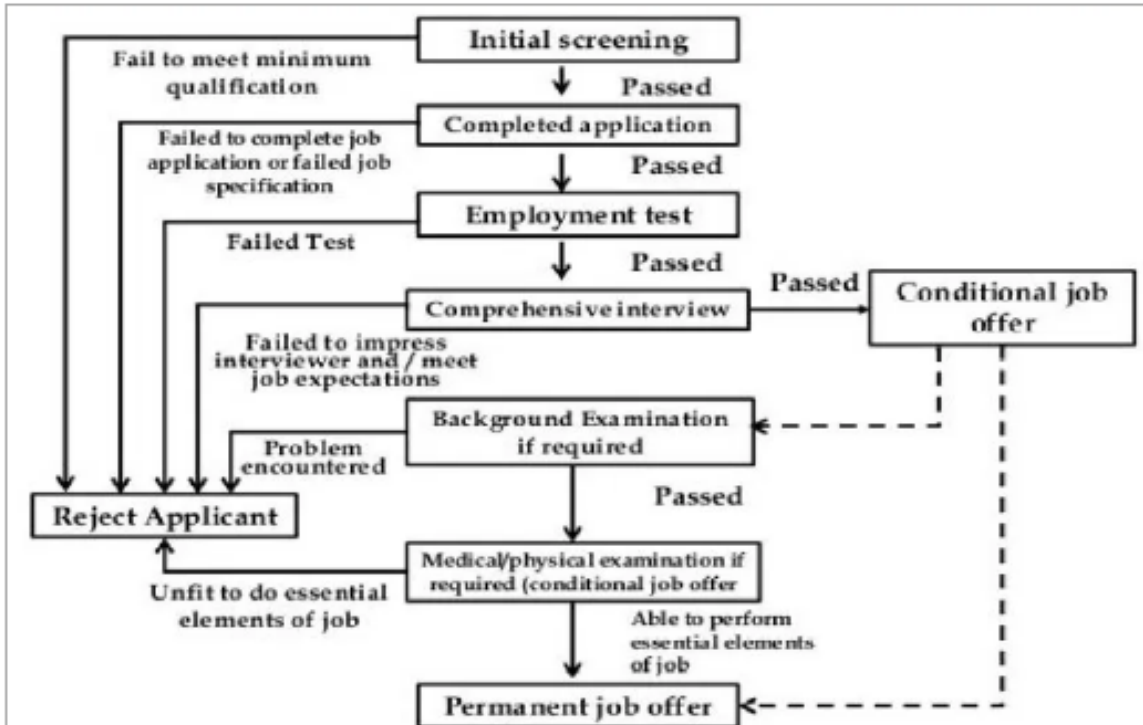


Figure 1:Our Screening Process

Tryfacta currently partners with Criteriacorp [https://www.criteriacorp.com/], a leading online provider of web-based pre-employment testing services. Our testing partner is a leader in pre-employment Aptitude, Personality & Skills Tests. We have chosen this partner due to the fact that besides providing computer and application tests in areas such as Computer Literacy and Internet Knowledge Test (CLIK), MS Excel, Word, PowerPoint, Access & Visio, they also provide competency tests for over 100 Job Classifications. Currently, for some of our clients, these tests are administered remotely. For other customers, they are distributed onsite in our Computer Laboratory under the presence of a Testing Proctor. We always validate that the candidate has the required skills and experience necessary for the position. Our recruiting team will do a deep dive into the candidate's expertise and deliverables and ask quick-fire questions related to their technical skillset. Ensuring the proper qualifications of prospective support team members is paramount. Tryfacta employs a meticulous screening process, combining our understanding of the environment, customer, and requirements with our staffing organizations' relevant experience. Our recruiting team has ample experience supporting Government operations, ensuring we staff the needs with personnel who meet the stated requirements, bring the right experience and qualification requirements. Tryfacta utilizes a rigorous screening approach to ensure prospective employees have the proper qualifications.

At Tryfacta, we regularly perform the following assignments to verify the competency of candidates being presented to work at the County:

- **Evaluate typing/ keyboard and ten-key proficiency:** Online typing test involving Word processing, database, and spreadsheet software (checking speed and accuracy).
- **Skill Check:** Conduct detailed interviews, check effective communication, leadership, creativity, analytical thinking, and problem-solving capability over a multitude of performance areas to see if they fit.
- **Check ability to operate office equipment and filing methods:** Evaluate proficiency to operate standard office equipment, accounting, data entry, and customer service skills by discussing prior job scenarios (in case position required this screening).
- **Evaluate command on software programs such as Word, Excel, PowerPoint, etc.:** General computer knowledge test by our trained recruiters along with Online typing test involving Word processing, database, and spreadsheet software (checking speed and accuracy).
- **Check ability to perform arithmetic computations:** Online arithmetic computations test involving numerical aptitude, curricula restricting calculator, digits, and arithmetical operations.
- **Evaluate General Clerical Aptitude and accounting knowledge:** General intelligence and clerical aptitude test involving multiple-choice questions include basics of general clerical duties, accounting, numerical aptitude, general English, and general knowledge questions.

Prescreening

- Execute a comprehensive prescreen that confirms motivation, salary, skill level, clearance, and potential.
- Team fit for client culture.
- Provide Tryfacta overview and explain benefits.
- Evaluate general aptitude.



REDUCE
WRONGFULL
HIRING



HIRE
SKILLFULL
CANDIDATES



ERADICATE
BOGUS
PROFILES

Skills Evaluation

- Criteriacorp (Skill Proficiency Profile Testing) / Online Test.
- Interview - Conduct detailed interviews based upon the Client’s requirement.
- Check effective communication, creativity, analytical thinking, problem-solving, and leadership skills.
- Prepare the feedback form by filling results of the interview.

Target Interview Objectives

Our critical objectives of the interview process are to find resources that match with the City’ requirements and have the following competencies:

- The ability to quickly grasp the City’s mission and culture.
- Expertise with matching or exceeding 100% of required skills.
- Cultural fit.
- Good analytical and proven success in career.
- Energy agency experience, including knowledge of sustainable alternative energy initiatives and Energy association memberships.

Our actual screening process is quite intense

- Each submission has processes that authenticate the candidate's years of experience via documentation analyses and research on professional networking sites.
- We technically screen candidates via "Technical Quick Fires." These questions will be based on a specific role or area of the specialty of the resource.
- Each candidate that will be submitted also goes through a Quality Control process; if there are any red flags or concerns, we take the candidate out of the pipeline. In this process, we will do a quick validation that all education and license, and certification requirements are completed
- Included below is a high-level flow of the interview areas we cover when processing a potential candidate for submission. The sample "Technical Quick-Fire" questions that our Technical Recruiters use for vetting Quality Assurance Analysts are included below.

Candidate Evaluation Form

Applicant Name:	Position:
Hiring Manager:	Department:
Evaluator:	Date:

Please use this form as a guide to evaluate the applicant's qualifications for employment. Check the appropriate numeric value corresponding to the applicant's level of qualification and provide appropriate comments in the space below.

Rating Scale:	5. Exceptional	2. Below Expectations			
	4. Exceeds Expectations	1. Does not fit or Not Applicable			
	3. Meets Expectations				
	Rating				
	5	4	3	2	1
A. General Background					
1. Background Assess candidate's experience and employment history					
B. Technical Competency					
2. Technical Knowledge and Prior Working Experience Explore the candidate's Technical knowledge and past working experiences					
3. Accomplishments and Strengths Examine the candidate's achievements and Impacts to their work. Explore the connection between their strengths to the position					
4. Education/Training Assess the relevant of candidate's education and training background					
C. People & Leadership Competency					
5. Presentation/ Communication Skills: Assess the candidate ability to express ideas and thoughts clearly. Overall assessment of candidate presentation					
6. Interpersonal/ Leadership Skills Explore the candidate's relationship with others and ability to work with different teams					
D. Behaviours and Habits					
7. Flexibility/ Planning and Organizing Assess candidate's responsiveness to change, tolerance for ambiguity.					
8. Organizational/Cultural Fit Review the candidates' potential to fit the organization, culture, and code of honor					
9. Motivation/Initiative Analyze applicant's ability to think and act independently, and goal orientation.					
E. Impression					
10. Professional Impression and Enthusiasm Consider self-confidence, maturity, energy level and passion					
Total					
Grand Total					

a. Provide a copy of your employment application.

Employment Application

Applicant Information

Full Name: _____ Date: _____
Last First MI

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Social Security No.: _____ Desired Salary: \$ _____

Position Applied for: _____

If applying for nail tech, will you be doing nail enhancement? Yes No

Employment Desired: Full Time Part Time All Available Shifts Temporary

Do you hold a current Wisconsin cosmetology or manicurist license? Yes No

Are you a citizen of the United States? YES NO If no, are you authorized to work in the U.S.? YES NO

Have you ever worked for this company? YES NO If yes, when? _____

Have you ever been convicted of a felony? YES NO

If yes, explain: _____

Education

High School: _____ Address: _____

From: _____ To: _____ Did you graduate? YES NO Diploma: _____

College: _____ Address: _____

From: _____ To: _____ Did you graduate? YES NO Degree: _____

Beauty School: _____ Address: _____

From: _____ To: _____ Did you graduate? YES NO Degree: _____

b. Briefly describe any paper screening, interviews, and any validated knowledge/behavioral/skill based testing used.

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Our Vetting & Validation Process

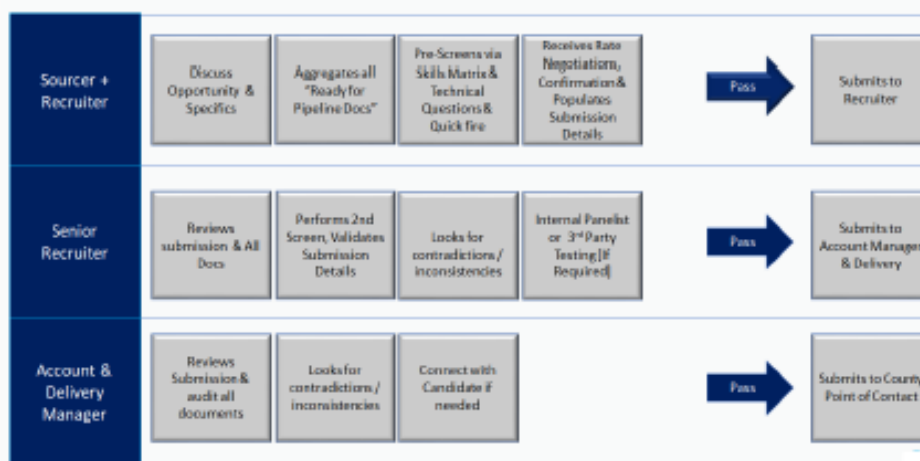


Figure - Our Vetting and Validation Process

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Our Interview Methodology

As soon as a staffing request is raised by a client, the Tryfacta Talent Acquisition team utilizes multiple channels to locate the most skillful resources available for the position. The Talent Acquisition team then reaches out to the identified candidates for an initial interview. All interviewed candidates are evaluated & compared against each other on various parameters. Subsequently, each candidate is interviewed (F2F or Skype) by senior technical staff (one or two rounds). Based on the feedback of our interviewers, candidates are shortlisted & sent forward for further evaluation by the client’s representatives. As a sample, we have included evaluation reports for a hypothetical position:

Step 1: Initial Vetting by a Recruiter

Skill Set / Position	Telecommunications Network Specialist
Candidate Name	Candidate 1
Current Location	CA
Availability	Immediate
Contact Numbers	XXX-XXX-XXXX
Relocation	NA
Visa Type	GC

Skill Set / Position	Telecommunications Network Specialist
Candidate Name	Candidate 2
Current Location	CA
Availability	Immediate
Contact Numbers	XXX-XXX-XXXX
Relocation	NA

Visa Type	USC
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Step 2: Feedback/ Evaluation by Senior Staff

Comments:

Candidate 1: *“Overall I like the attitude, approach, and tech understanding. Shows promising learnability, good communication (precise, correct, and adequate). Able to think through a given problem and come up with the right approach/solution”.*

Candidate 2: *“Technically more solid. Had specific & pointed answers to many questions. Overall good attitude, approach, and tech understanding. Shows promising learnability, good communication (precise, correct, and adequate). Able to think through a given problem and come up with the right approach/solution”.*

Step 3: Evaluation Based on Client Requirements

- **Assembles, installs, maintains, modifies, and/or repairs telecommunications network systems/wireless systems and equipment**

Candidate 1: Never worked with Wireless Systems! Has been working on assembling, installing, maintaining, modifying, and/or repairing telecommunications network systems. However, he came across as a quick learner. So unless the field demands someone who can straight-up run with commands, he could work.

Candidate 2: Worked with Wireless Systems! Has been working on assembling, installing, maintaining, modifying, and/or repairing telecommunications network systems. Seems to have the drive. So unless the field demands someone who can straight up with network systems/wireless Systems, he could work.

- **Journey level proficiency in the full range of activities (system and equipment installation, modification, maintenance, and repair) for at least one of the telecommunications specialties (e.g., data communications, telephony, VOIP, and/or wireless/radio).**

Candidate 1: Has a good understanding of system and equipment installation, modification, maintenance, and repair. (6 on this)

Candidate 2: Has a good understanding of system and equipment installation, modification, maintenance, and repair. (6 on this)

- **Experience in one of the telecommunications specialties (e.g., data communications, telephony, VOIP, and/or wireless/radio)**

Candidate 1: Good. Was able to generally explain how to install VOIP. Could explain the relevance of VOIP or wireless/radio. However, I got a feeling that he was a little weak there. (5 on this)

Candidate 2: Knew the relevance of different commands, their uses. (6)

- **Implementation and troubleshooting of telecommunications network.**

Candidate 1: Not very strong in troubleshooting. Did not come up with the idea of providing solutions. Could not explain how to implement telecommunication in various mode. Could explain tape backup and restore process decently. (4.5 on storage and backup)

Candidate 2: Decent in backups. Did not come up with the idea of providing the solution. But presented checking with reports as a part of his usual strategy! (6 on storage and backup)

- **Provide support on the network.**

Candidate 1: Decent. Showed a very good approach but seemed a little weak on specifics. (5)

Candidate 2: Decent. Showed a very good approach (5.5 on this)

Step 4: Screening Feedback Form

A sample candidate evaluation (internal screening) form has been sent to the hiring manager.

Background Check Procedure

At Tryfacta, we have a well-defined and documented Background Check Policy to perform as a pre-employment medical exam. Under this policy, depending upon the client requirement, candidates are subjected to compulsory pre-employment background checks. The candidate will be notified and required to sign a consent and authorization form. We will notify County in writing regarding the result of the background checking conducted for a candidate. The candidates successfully clearing the background check to proceed to join the client project. Candidates can be screened pre-hire, pre-offer, pre-joining, post-offer, or post-joining. In addition to our thorough screening, sometimes we also rely upon third-party vendors like Sterling, Intelius, and Cleves Research to perform checks against public databases. It starts when the candidate submits the duly filled **background verification (BGV)** form along with supporting documents. The BGV form also contains the self-declaration, binding the candidate’s employment in that organization subject to clearance of all the checks positively.

- The candidate signs the Letter of Authority empowering the Tryfacta to carry all the relevant checks. In turn, Tryfacta itself or gives the LOA to the BGV agency to carry out the verification process.
- The coverage of every check depends on the criteria’s decided at the time of signing the contractual obligation.
- Also not necessary for all the checks to be done to the candidates. It varies on the Client requirement, the industry it pertains to, the candidate’s profile, nature of work, etc.



Figure - Tryfacta Background Check Process

The turnaround time for Background Check services is 48 to 72 hours, depending on the particular check. All results for Drug Testing will be returned by the next business day. A delay may occur if the sample has to go for further testing or the sample was considered troubled.

c. Personal and prior employer reference checks.

Our thorough reference checks can determine if the candidate is the most qualified person for the position and will work well with the team. By Tryfacta policy, a reference check will be completed prior to giving the candidate an employment offer. Tryfacta will conduct the reference check. Reference checks will be completed only on the final candidate. We will obtain consent from the candidate to contact the references and only ask employment related questions. Tryfacta requires three completed reference checks (one should be from a current or former supervisor, two strongly preferred) who can speak to the candidate's previous work performance. Reference checks will be conducted over the phone and email. Reference checking is primarily used to:

- Verify the accuracy of information given by job applicants through other selection processes (e.g., résumés, occupational questionnaires, interviews)
- Predict the success of job applicants by comparing their experience to the competencies required by the job.
- Uncover background information on applicants that may not have been identified by other selection procedures.

d. Background check of at least criminal convictions (name/alias, all areas of residence within last seven years).

e. Credit verification (if requested for certain positions).

At Tryfacta, a background check is required for each position performing a critical function. The job description/posting will indicate when a background check is required. Our background check includes the following records searches: Criminal Felony and Misdemeanor (past 7 years, all counties, aliases, and maiden names revealed by a social security number trace), National Sex Offender, National Criminal Search, Education (highest degree), and Employment (past 7 years or previous two employers). Other searches such as credit, motor vehicle, or professional license verification may be conducted as the job's critical functions require.

Background check features

- **Identity verification & social security validation:** Verifies name and date of birth against the Social Security Number provided. This is used to help eliminate the possibility of false names and/or information. It also verifies current address and identifies previous addresses. This is critical information used to determine the jurisdiction in which the background screening will be conducted.
- **Local criminal record search:** State and/or City, County criminal record searches are performed to capture all misdemeanor and felony records. Based on address history, multiple county searches may be performed. All of the record searches are conducted on-site in the appropriate courthouse.
- **National criminal search:** Two multi-jurisdictional criminal database searches covering 50 states plus, DC, Guam, and Puerto Rico with more than 800 million records per provider and alias search.
- **Sex offender registry:** Two sex offender registry database searches with every state/county/jurisdiction in the U.S. and territories, including DC, Guam, and Puerto Rico.
- **INTERPOL, FBI most wanted, federal sanctions:** Wanted foreign nationals, international sex offenders/traffickers, all high-level criminal data provided by partner countries.
- **Personal review:** Every background check is personally reviewed for accuracy by a safety expert.

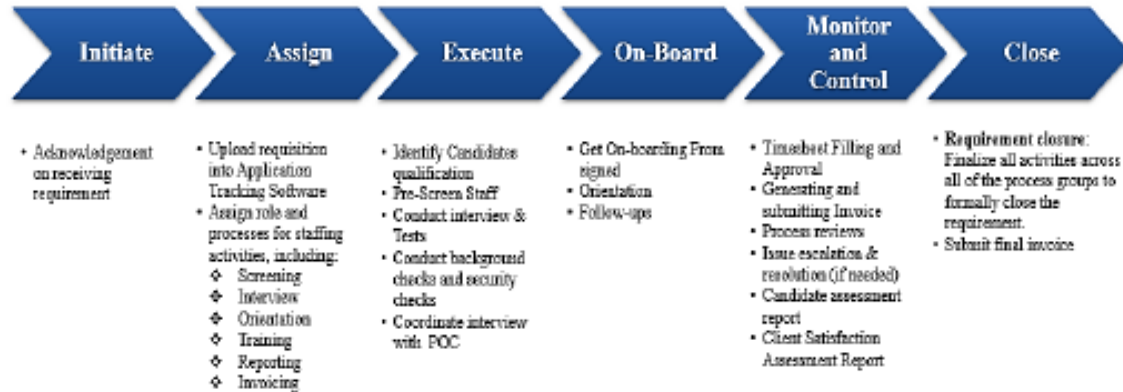
Procedures

1. New Staff Employees

- a. All new Staff employees must have completed the Tryfacta's online application for Staff positions, including the criminal history disclosure statement, before they can be offered employment.

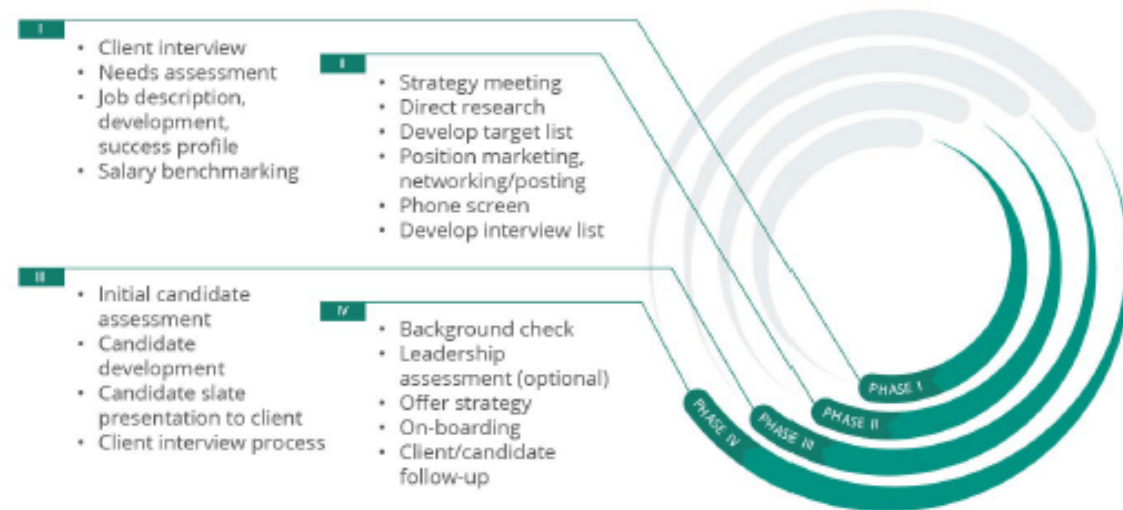
3. The process for ordering temporary staffing services. Include the turnaround time needed from the time an order is placed to confirmation that it is filled.

Tryfacta will propose a dedicated account manager for the County. Whenever the service required by the County, the County can order temporary staffing services through an email or phone. Once the order is placed, our account manager will acknowledge the request immediately or within maximum 15 minutes. Comprising 150+ domain specified recruiters, Tryfacta assures the County that it will provide the resume of qualified resource within 04-08 hours and make the candidate onboard within 24-48 hours.



4. Confirmation that the person assigned has arrived, and subsequent follow-up to ensure the temporary staffing service need is being at least adequately met.

Tryfacta’s account management team always consistently keep in touch with the selected candidate to keep the track of successful candidate onboarding. Our management team will follow up regularly with the candidate to avoid any issue.



5. Service guarantee in the event that an employee placed does not initially meet performance standards.

Tryfacta ensures that it would address procedures for the timely replacement of staff if there is a case of unsatisfactory work performance, disruptive behavior in the work environment, ill health, unsuitable work profile for the assigned tasks and for any other reasons involved to terminate the assigned staff. Our Account Manager will manage a resume repository of qualified personnel with the appropriate experience, certifications, training, and security clearance necessary to meet task order requirements. If there is a surge or replacement requirement, Tryfacta will ensure that domain knowledge is transferred without loss to continuity of operations.

In case of replacements, Tryfacta replacement policy comprises of three policies that are:

- **Buffer Policy:** Tryfacta for every project holds two or three additional members as a buffer. If a current working member is on leave then to avoid delays in the project immediate temporary replacement is carried out from the buffer, should the need arise.
- **Bench Policy:** Tryfacta provides a strong reserve of manpower by putting those employees on the required development who have either completed their projects or training and are waiting for some new assignments.
- **Pool of Talents:** We have access to a high number of talented & skilled resources and are competent to provide immediate replacements.

6. Needs assessment (of client's culture, specific needs, and protocols, including the development of a written work or service plan). Please attach a good sample of a service plan you have developed.

To understand the client's culture, specific needs, and protocols Tryfacta will conduct an orientation briefing after award at the County facility at a mutually agreeable date and time. The purpose of the meeting is to introduce the key team members and explain their roles, review the communication ground rules and set expectations, and assure a common understanding of the sub-task requirements and objectives. During the meeting our Account Manager addresses any questions; identify points of contact; review and identify any government-furnished equipment, material, or information required; and review our current program management processes for any recommended changes or improvements. Specifically, we: 1) discuss our approach to managing the contract, generating related documentation, and achieving successful milestone exits, 2) discuss our approach to supporting compliance with the County's processes, and 3) discuss how effective project management will lead to achieving County to Operate on schedule and within budget.

Meet & Greet with Stakeholders / Introductions	Finalize Custom Reports required by the
Communication Escalation Matrix	Transition Employee List & Data [If Required]
On-Boarding Process for Transition Employees [If Required]	Invoice Format Finalization
Candidate Submission Format [Email Subject, Resume Format]	Explore setting up formal SLAs for Tryfacta follow up after Submitting Candidates
Lessons Learned & Service Gaps [Previous Vendors]	Action Items with Dates [List of Items by Responsible party that need to be resolved before Project Start

- **Initiate:** The work is initiated as soon as we get any staffing requirement from the County. Along with sending the acknowledgment to the County, the staffing requirement is immediately entered into our Applicant Tracking System (Ciepal).
- **Assign:** Based upon the staffing request received from the County, our Project Manager understands the job requirements. This includes an understanding of the project requirements, SOW, environment, qualification, experience, mandatory and desirable skill set requirements. The Project Manager drafts a requisition about the requirement and submits the requirement in Ciepal. The Project Manager and Recruitment manager assign this requirement to the dedicated recruitment team for the County.

- **Selection:** During the selection phase, the dedicated recruitment team utilizes different sources like Ciepal, internal staff, proprietary pre-vetted resume database, tie-up with Local Employment Agencies and Universities, referrals of the internal employee, and different job portals to find qualified candidates. After sourcing candidates, our project management team and an expert will perform screening and interview coordination with the County. After getting approval from the County, Tryfacta will start the background check process and share the reports and other pre-employment documents with the County.
- **E-On-Boarding:** E-On-boarding of candidates is managed by Applicant Tracking System owned by Tryfacta. During this phase, we will share the candidates' documents with the County and coordinate the start date, security check, and other formalities with the County and candidate. During this phase, we will also conduct a new hire orientation, ethics training and we interact with the employees to educate them about our work culture and benefits.
- **Monitor and Control:** The Project Monitoring and Controlling Process group includes the processes to ensure that the project is managed and executed according to the Project Plan. Dedicated project management will work with the County and temporary staff for timely filling of timesheets and generating error-free invoices. The team will conduct a regular meeting with the County to check the performance of our proposed employee and different type of feedback. Project Monitoring and Controlling includes tracking, reviewing, and managing the progress and performance of the project along with managing changes when required. The Project manager will provide a regular status report to the County.
- **Close:** Tryfacta closing process includes the formal acceptance of requirement(s) and the ending thereof. We archive all activities and document lessons learned. This phase consists of finalizing all activities across all of the process groups to formally close the requirement. Complete and settle each requirement (including the resolution of any open items and invoices).

Tryfacta understands the challenges that many organizations face to staff and retain programs in a highly competitive resource market. We ensure customers with exceptionally well-qualified and dedicated professionals complement their workforce and answer strategic needs. Our staffing approach focuses on qualified personnel supported by a cadre of experts and. Our services minimize cost redundancies and duplicate task efforts by staffing highly qualified personnel with existing medical knowledge and experience. Our approach to recruiting skilled personnel for our customers includes traditional and progressive recruiting sources and extensive reach-back capabilities, coupled with a competitive and attractive compensation package. Tryfacta's internal Strategic Recruiting Division is dedicated to recruiting and hiring personnel and coordinating and providing proper certifications, orientation, and training required for the most challenging contracts. We tailor our approach to meet specific customer needs and work in partnership with our customers to ensure the best talent is sourced.

Tryfacta's well-defined recruitment process ensures that we can attract the best talent available at competitive rates, thus providing highly qualified personnel on time so that the County expectations are always met and often, exceeded. Through experience, Tryfacta has in place a detailed and proven process to select and manage employees and ensure the selection of the best resources with proven experience and a history of customer satisfaction. We form a team where the members complement each other. The team approach offers less conflict, stronger capability through specialization & synergies, quicker response & a cohesive approach that ultimately results in less risk; & offers the customer the best combination of performance, cost, and delivery for the services being acquired. For the County, we will consult with the hiring manager to determine which of the incumbent staff are to be retained. Depending on County's requirements, we will augment any personnel gaps as and when required.

7. Temporary staffing firm employee supervision, evaluation, and follow-up services.

Our Account Managers maintain close supervision of the ongoing process of assignment and careful selection of the personnel best suited and qualified to meet the client's mission and expectations. The success of our Project Management team in providing high quality, on-schedule service delivery is borne out by our high Customer Satisfaction scores (averaging over 90%) and the fact that our contracts have been renewed / extended on options years by various clients.

At Tryfacta, we align employee performance with the project's performance strategies based on interaction of knowledge, skills, and competencies. We hold monthly reviews to check the employee performance and our managers are tasked specifically with encouraging discussion up and down the chain of command concerning issues, complaints, and methods to improve the efficiency/effectiveness of work operations. Our employee performance reviews use a structured system with four phases:

- Performance planning
- Feedback and coaching
- Assessment and review
- Rewards and recognition

Our performance review program fosters a commitment from employees by linking performance to rewards and to the success of the organization. This process also encourages two-way communication and feedback for employees and managers to strengthen or improve work performance, as well as monthly open discussions on career development.

Tryfacta monitors all tasks using our quality-compliant processes, tools, and techniques as identified in the figure above. We determine our performance levels, identify areas for improvement, and implement management controls (corrective actions) to ensure effective process improvement. Formal and informal reviews are conducted to control project performance, resolve problems, discuss alternative solutions, and resource expenditures. Cost or performance measures outside of planned values are reported to Tryfacta management and the County's Contracting Officer through Red Flag Reports, requiring immediate corrective action to bring incurred costs and/or performance in line with plans. Corporate and project managers receive a monthly report on their projects and contracts.

Tryfacta's Performance Management concept integrates strategic planning, performance planning, budgeting, and other management activities into an aligned and coherent process. It enables planning of the project in a methodical and predictable manner to improve business results and set task execution expectations for the whole team. Performance Measurements are established at the Task Order (TO) level to define indicators, collection mechanisms, outcome/output distinctions and access to best practices benchmarks. TO metrics appropriate for the type of service, are rolled up to the contract level to produce multiple perspectives on contract performance. This will also assist in responding to performance-related reporting requirements, mandates and directives. This process will help create and maintain a formal Performance Assessment process for reviewing metrics against defined and measurable targets. Performance Assessment will drive actions to continually improve the processes and performance. It will also provide tangible and quantifiable data against which staff performance will be appraised, recognized and enhanced. Tryfacta has performed various contracts and has deployed a range of appropriate and cost-effective tools and techniques to meet the performance objectives of our clients.

8. Advance notification that an employee of the temporary firm is approaching or at the 90-day limit imposed by Government Code 31000.4, and appropriate follow-up.

Tryfacta's account manager will keep the track of employee's project duration. Once the candidate will approach its 90 day limit, our account manager will send an email to the County comprises the 90 day limit information. We have our Applicant tracking system where we can add this feature of sending automatic notification regarding the completion of number of days by the employee.

9. The billing process for services rendered. Include any commercial discount rates and service guarantees offered the County.

We have well-documented standardized Defense Contract Audit Agency (DCAA) approved invoicing approach and methodology for both fixed price projects and time and materials based projects. We are using Office Clip for Timesheet (as given below) and QuickBooks for invoicing. The steps involved in generating invoices are described as under:

- Invoices for services rendered will be submitted bi-weekly for every month in which the services have been provided.
- Two types of Invoices will be submitted as under:
 - One consolidated Invoice containing consolidated summary of all consultants indicating the number of hours worked by each of the consultant, discount, after hours worked, expenses etc. in case of multiple consultants working on Work Order.
 - One Detailed Invoice for each of the consultant indicating the number of hours worked by the consultant, discount, after hours worked, expenses etc.
- The invoice includes, at the minimum, complete details like
 - Project Title; Invoice number; Start and End dates of the Project; Hours billed; Each Position Title; Period covered and Invoice total.
- The following documents will be attached with the detailed invoice.
 - weekly signed copy of the time sheet,
 - After hours' approval form,
 - tour approval form,
 - expenses statement,
 - scanned copies of all receipts,
 - Proof of distance traveled (miles) with printout from mapquest.com between destinations traveled
 - Invoices will be submitted to the address specified within the purchase order
 - An annual summary of billing will also be provided if requested by the State.
 - If required, Tryfacta can raise the invoice on the County Invoice voucher.
 - A final invoice is raised at the conclusion of the project.
 - Each expense and/or disbursement is specifically identified on the invoice.
 - Payment is expected to be made within the agreed time after invoice is submitted to the County.

Because our accounting system is DCAA approved and we use standardized processes built on latest technology, our invoice issue rate is less than 0.01%. Still, Tryfacta has a well-defined methodology to handle invoice issues and provide timely resolution. We understand that there may be overpayment or underpayments due to incorrect invoice or any other reason, such as the State is not in agreement with the invoice submitted by Tryfacta. For realized overpayments, we will credit the difference amount to government account within 10 days. If the County and Tryfacta is in disagreement over the invoice or payment made, we will coordinate with the County and verify the hours worked or deliverables completed. Tryfacta will follow State rules and regulations for invoice issue resolution. Tryfacta has over 200 similar staffing contracts and our account management team is smoothly managing the invoicing process.

EXHIBIT B FEE SCHEDULE

Tryfacta, Inc. is committed to provide Temporary Staffing Services for the Job classes defined in the below table as per Attachment B of the request for proposal. The hourly bill rates consists of all direct and indirect costs and profit (including payment for all hourly salary, background checks, Payroll taxes, Recruiting employment and program administration fees, Unemployment compensation, Workers compensation, etc.) and other expenses associated with the performance of the work. The hourly bill rates mentioned below shall be used to meet County of Sonoma, CA needs for tasks outlined in the request for proposal.

Please note that we have included a “Minimum” and “Maximum” hourly bill rate range based on years of experience.

- “Minimum” generally denotes someone having One [1] to Two [2] years of relevant experience.
- “Maximum” generally denotes someone having Three [3] to Five [5] years of relevant experience.

Job Classes – 2021	Hourly Bill Rate	
Account Clerk I	\$27.82	\$39.29
Account Clerk II	\$30.85	\$42.91
Account Clerk III	\$36.91	\$50.16
Accountant I	\$40.95	\$53.78
Accountant II	\$50.45	\$72.16
Administrative Aide	\$38.72	\$46.30
Administrative Aide Bilingual	\$40.14	\$47.99
Agricultural Assistant	\$28.83	\$34.46
APOSD GIS Technician	\$56.10	\$85.18
Administrative Services Officer I	\$66.20	\$97.25
Buyer	\$36.91	\$50.16
Case Management Specialist	\$40.95	\$48.95
Clerical Helper	\$24.58	\$29.39
Clerk-Recorder-Assessor Specialist I	\$30.85	\$42.91
Clerk-Recorder-Assessor Specialist II	\$36.91	\$50.16
Community Health Worker Specialist	\$23.38	\$28.42
Community Health Worker I	\$33.68	\$45.52
Community Health Worker II	\$35.85	\$49.94
Cook	\$33.88	\$40.50
County Communications Specialist	\$50.45	\$72.16
Data Entry Operator II	\$33.88	\$40.50
Department Analyst	\$50.04	\$59.82
Department Information Systems Specialist I	\$54.54	\$77.67
Department Information Systems Specialist II	\$57.11	\$81.55
Department Information Systems Technician I	\$32.90	\$67.18
Department Information Systems Technician II	\$35.90	\$69.48
Department Program Manager	\$76.30	\$100.00
Document Imaging Technician I	\$31.65	\$37.84
Document Imaging Technician II	\$35.90	\$42.91
Elections Specialist I	\$27.41	\$32.77
Elections Specialist II	\$31.65	\$37.84

Job Classes – 2021	Hourly Bill Rate	
	Minimum	Maximum
Executive Secretary	\$35.90	\$42.91
Geographical Information Systems Technician I	\$53.54	\$82.27
Geographical Information Systems Technician II	\$56.10	\$85.18
Health Information Specialist	\$38.72	\$46.54
Human Services Aide I	\$27.41	\$32.77
Human Services Aide II	\$31.65	\$37.84
Information Systems Project Manager	\$71.25	\$109.33
Information Technology Analyst II	\$51.05	\$73.10
Interpreter/Translator I	\$31.65	\$37.84
Interpreter/Translator II	\$35.90	\$42.91
Legal Processor I	\$28.83	\$34.46
Legal Processor II	\$33.07	\$39.53
Mail Clerk	\$26.81	\$32.05
Mail Materials Records Handler I	\$24.58	\$29.39
Mail Materials Records Handler II	\$30.85	\$42.91
Mail Materials Records Supervisor	\$36.91	\$50.16
Maintenance Worker I	\$32.87	\$39.29
Materials & Equipment Specialist	\$36.91	\$50.16
Materials Handler	\$33.07	\$39.53
Medical Transcriber	\$35.90	\$42.91
Network Analyst	\$56.10	\$79.14
Office Assistant I	\$24.79	\$29.63
Office Assistant II	\$27.82	\$33.25
Office Assistant II Bilingual	\$28.83	\$34.46
Parking & Facility Officer	\$36.91	\$50.16
Payroll Clerk	\$28.83	\$34.46
Programmer Analyst	\$51.05	\$85.18
Receptionist	\$27.82	\$33.25
Receptionist Bilingual	\$30.82	\$38.25
Secretary	\$33.07	\$39.53
Secretary Bilingual	\$35.82	\$41.25
Senior Legal Processor	\$36.91	\$50.16
Senior Network Analyst	\$66.20	\$91.21
Senior Office Assistant	\$31.65	\$37.84
Senior Office Assistant Bilingual	\$33.07	\$39.53
Senior Programmer Analyst	\$66.20	\$97.25
Senior Storekeeper (Warehouse)	\$34.89	\$41.71
Senior Systems Support Technician	\$71.25	\$100.00
Social Work Assistant	\$33.07	\$39.53
Storekeeper (Warehouse)	\$30.85	\$36.88
Systems Software Analyst	\$76.30	\$103.29
Systems Support Technician	\$42.97	\$63.44
Telephone Operator	\$27.82	\$33.25
Voter Registration Clerk	\$24.58	\$29.39

No other costs to be reimbursed without prior written approval of County.

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

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

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

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

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

- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance
- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
 - c. If Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
 - d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
5. Standards for Insurance Companies
Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
6. Documentation
- a. The Certificate of Insurance must include the following reference: **Agreement with County of Sonoma 1/1/2022 to 12/31/2024**.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
 - c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, Department of Human Resources, 575 Administration Drive, Suite 116B, Santa Rosa, CA 95403**.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
7. Policy Obligations
Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
8. Material Breach
If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.