



**REQUEST FOR PROPOSAL**

2010-28

September 30, 2010

The above number must appear on all quotations and related correspondence.

**THIS IS NOT AN ORDER**

**PROPOSALS ACCEPTED NO LATER THAN:  
3:00 PM MDT, FRIDAY, NOVEMBER 5, 2010**

**TO: Susan Shepherd, C.P.M.  
Utah County Auditors Office  
100 East Center, Suite 3600  
Provo, UT 84606 801-851-8234**

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**UTAH COUNTY IS ACCEPTING PROPOSALS FROM QUALIFIED FIRMS TO PERFORM PRE-EMPLOYMENT SCREENING/BACKGROUND CHECKING SERVICES.**

**BID PACKETS CONTAINING SPECIFICATIONS AND PLANS ARE AVAILABLE THROUGH [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM). THERE IS NO COST TO THE SUPPLIER TO REGISTER OR SUBMIT A BID THROUGH BIDSYNC.**

**ALL QUESTIONS MUST BE SUBMITTED THROUGH BIDSYNC BEFORE 5:00 PM ON FRIDAY, OCTOBER 29, 2010.**

**PLEASE SUBMIT FIVE (5) COPIES OF YOUR PROPOSAL**

**SEALED PROPOSALS SHOULD BE MAILED OR HAND DELIVERED TO: UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER ST., SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED PROPOSAL." PLEASE REFERENCE PROPOSAL #10-28 ON ALL DOCUMENTS PERTAINING TO THIS RFP. PROPOSALS ARE DUE ON FRIDAY, NOVEMBER 5, 2010, AT 3:00 P.M. NO LATE PROPOSALS WILL BE ACCEPTED.**

**UTAH COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE MINOR IRREGULARITIES WHEN TO DO SO WOULD BE IN THE BEST INTERESTS OF UTAH COUNTY. MINOR IRREGULARITIES ARE THOSE WHICH WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON OVERALL COMPETITION OR PERFORMANCE LEVELS.**

A handwritten signature in cursive script that reads "Susan Shepherd".

**SUSAN SHEPHERD, C.P.M.  
PURCHASING AGENT**

**UTAH COUNTY**

**REQUEST FOR PROPOSALS**

**FOR**

**PRE-EMPLOYMENT SCREENING /  
BACKGROUND CHECKING SERVICES**

## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.1 BACKGROUND AND PURPOSE**

Utah County is soliciting proposals from companies/vendors qualified to perform pre-employment screening/background checking services. The agreement will be for a three (3) year period with the option to extend the terms on a year-to-year basis. Utah County has 1,242 employees, as of September 13, 2010. It is expected that Utah County will request 100 to 250 pre-employment screening/background checks annually.

### **1.2 REQUIREMENTS**

Proposals should address each of the following items in the order listed. In order to expedite our review of the submissions, we request that you restate each question prior to each response. Respondents should limit the length of their proposals to no more than twenty (20) pages. Joint proposals will not be considered. The selected Company/Vendor will:

- A. Demonstrate extensive experience at providing pre-employment screening/background checking services by providing information on the number of pre-employment screenings/background checks done annually for clients and the number of years in business as a pre-employment screening/background checking company/vendor.
- B. The scope of pre-employment screening/background checking services required by the County include three (3) levels of pre-employment screening/background checking services:

#### **LEVEL I**

- **CRIMINAL HISTORY REPORT.** A search for criminal convictions at the appropriate county courts, state repositories, federal district courts and the national criminal database.
- **SEX OFFENDER SEARCH.** Search of sexual offender databases or registries.
- **MOTOR VEHICLE RECORD.** Search of the state Bureau of Motor Vehicle records for driver information.
- **EMPLOYMENT VERIFICATION.** Verifies an applicant's past and/or present work experience (two most recent employers) by contacting employers/supervisors directly or through automated verification systems.
- **COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT (FCRA).**

Pre-employment screening companies must provide FCRA compliance for the pre-employment screening process of applicants for the County.

## **LEVEL II**

- **CRIMINAL HISTORY REPORT.** A search for criminal convictions at the appropriate county courts, state repositories, federal district courts and the national criminal database.
- **SEX OFFENDER SEARCH.** Search of sexual offender databases or registries.
- **MOTOR VEHICLE RECORD.** Search of the state Bureau of Motor Vehicle records for driver information.
- **EMPLOYMENT VERIFICATION.** Verifies an applicant's past and/or present work experience (two most recent employers) by contacting employers/supervisors directly or through automated verification systems.
- **CREDIT HISTORY.** Credit history reports for employees that can affect the County financially.
- **COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT (FCRA).** Pre-employment screening companies must provide FCRA compliance for the pre-employment screening process of applicants for the County.

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## **LEVEL III**

- **CRIMINAL HISTORY REPORT.** A search for criminal convictions at the appropriate county courts, state repositories, federal district courts and the national criminal database.
- **SEX OFFENDER SEARCH.** Search of sexual offender databases or registries.
- **MOTOR VEHICLE RECORD.** Search of the state Bureau of Motor Vehicle records for driver information.
- **EMPLOYMENT VERIFICATION.** Verifies an applicant's past and/or present work experience (two most recent employers) by contacting employers/supervisors directly or through automated verification systems.
- **EDUCATION VERIFICATION.** Verifies a person's educational history by contacting the institution of attendance or through online verification systems.

- PROFESSIONAL LICENSE/CREDENTIAL VERIFICATION. Verifies status of professional license or certification. Information includes type, status, expiration and limitations.
  - CREDIT HISTORY (OPTIONAL WITH THIS LEVEL). Credit history reports for employees that can affect the County financially.
  - COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT (FCRA). Pre-employment screening companies must provide FCRA compliance for the pre-employment screening process of applicants for the County.
- C. Include your average number of days to complete a level I, II and III pre-employment screening/background check, based upon a sample size of one hundred (100) for each level (I, II & III).
- D. What are the options your company has available for clients to request background checks and what methods does your company have to report said results to clients.
- E. What processes and/or steps does your company take to provide for the confidentiality and security of the information provided by applicants and Utah County to your company and the information collected by your company?
- F. List public sector and private sector employers you provide services for within the State of Utah.
- G. Any other information you deem necessary.

### **1.3 COMPANY'S/VENDOR'S RESPONSIBILITIES**

Prepare an annual report in any reasonable format agreed to by Utah County, showing the number and level of pre-employment screenings / background checks completed for Utah County. Reports should also show the average days to complete a pre-employment screening background check and other information that may be pertinent to the service being provided.

Company/Vendor shall participate in "Status Verification System" to verify the work eligibility status of any new employees it has that are employed in the State of Utah in accordance with state law.

Company/Vendor shall comply with all federal and state laws related to the performance of pre-screening /background check services provided for Utah County.

## **1.4 ASSURANCES**

By responding to this RFP, each Company /Vendor assures Utah County that, if selected it will:

- A. Not assign or transfer the Utah County's account, or any portion of the County's business, without the County's prior written approval.
- B. Comply with all provisions of this RFP and their proposal throughout the term of agreement for services.

## **1.5 COMPENSATION**

Your response to this RFP must show the cost of a level I, II and III pre-employment screening/background check . Outline any quantity discounts that may be available to Utah County.

Include a description of optional services that your firm provides that have not been listed and fees for said services.

## **SECTION 2 PROCUREMENT RULES AND PROCEDURES**

### **2.1 PROCEDURE**

The Procedure for the issuance of this RFP, evaluation of proposals, and selection of a pre-employment screening/background check provider is as follows:

- A. Interested entities will prepare and submit its proposal according to the Procurement Timetable contained in Subsection 2.3.
- B. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- C. The selected Company/Vendor will be required to sign an agreement with Utah County.

### **2.2 RULES OF PROCUREMENT**

This RFP shall conform to and is governed by and subject to the Utah County Procurement Rules and Regulations.

All materials submitted in response to this RFP becomes the property of Utah County and will not be returned. Proposals submitted may be reviewed and evaluated by any person at the discretion of the County.

Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

The County reserves the right to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the County.

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The County may not award an agreement solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained will be used in determining the proposal that best meets the County's needs and is the most advantageous proposal received. No oral, telephonic or electronic proposals or modifications will be considered.

The responding party ("Respondent") agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to a Respondent for any costs or expenses incurred in connection with this RFP, or such Respondent's response.

### **2.3 PROCUREMENT TIMETABLE**

Below is the Procurement Timetable that has been established for this RFP.

<b>REQUIRED ACTIVITY</b>	<b>SCHEDULED DATE</b>
RFP Issue Date	Thursday, September 30, 2010
Final Date to Submit Questions	5:00 p.m., Friday, October 29, 2010
Closing Date for Receipt of Proposals	3:00 p.m., Friday, November 5, 2010

### **2.4 INSTRUCTIONS FOR PROPOSAL SUBMISSION**

Five (5) copies of Respondent's proposal must be submitted to the Utah County Purchasing Agent. The proposals must be delivered to:

Utah County Clerk Auditor  
Utah County Purchasing Agent  
100 East Center, Suite 3600  
Provo, Utah 84606

## **2.5 QUESTIONS AND CLARIFICATIONS**

Questions and clarifications regarding this RFP should be submitted through [www.bidsync.com](http://www.bidsync.com) on or before 5:00 p.m., Friday, October 29, 2010

## **2.6 EVALUATION CRITERIA**

The following criteria will be used to evaluate each proposal and to make a final selection.

- 40% Costs associated with all of the above listed services.
- 20% Availability of all services to Utah County.
- 15% Industry leadership now and into the future.
- 25% Timeliness in the completion of pre-employment screening/background checks.

Utah County will make any and all inquiries necessary to evaluate each Respondent's proposal. In the submission of Respondent's proposal, Respondent is agreeing that the final decision will not be challenged.

## **SECTION 3 TERM OF AGREEMENT**

Pursuant to this RFP an agreement will be executed. The agreement period will be for a term of approximately three (3) years, commencing when executed. Utah County shall have an option, pursuant to that agreement, to renew the agreement for additional one-year periods, upon the same terms and conditions.

## **SECTION 4 DISQUALIFICATION OF PROPOSAL**

The occurrence of any of the following may result in disqualification of a respondent:

- A. Failure to respond by the established submission deadline.
- B. Failure to completely answer all questions posed in the RFP.
- C. Failure to provide requested documentation at the time of proposal submission.
- D. Illegible responses.
- E. Failure to sign and return the proposal..
- F. Failure to evidence a satisfactory record of integrity.
- G. Failure to qualify legally to contract.



## **SECTION 5 TERMS AND CONDITIONS**

### **5.1 GENERAL REQUIREMENTS**

Utah County will award an agreement in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the successful Respondent.

It is vitally important that any person who signs a proposal or agreement on behalf of a Respondent's organization certifies that he or she has the authority to so act. The successful Respondent who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any Respondent to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any Respondent under or in connection with this RFP, unless and until Utah County and such Respondent shall have executed and delivered a definitive written agreement.

By responding to this RFP each Respondent acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The Respondent further agrees that neither Utah County nor any of its representatives shall have any liability to the Respondent or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the parties in any manner as having any legal effect whatsoever.

No oral modifications or amendments to this RFP or any resulting agreement shall be effective, but such may be modified or amended by a written agreement signed by the parties. If it becomes necessary to revise any part of this RFP, an addendum will be provided to all who received an RFP

### **5.2 INSPECTION AND ACCEPTANCE**

Utah County or its authorized representatives shall have the right to enter the premises of the Respondent, or such other places where agreement services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the agreement. The Respondent must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

### 5.3 INSURANCE

The Respondent shall agree to carry errors and omissions insurance with a minimum limit of \$2,126,000 per occurrence, or as modified by the Utah County Risk Manager pursuant to state statute during the term of any agreement. This coverage shall provide liability insurance to cover the activities of Respondent including Respondent's agents and employees, and for all equipment and vehicles, public or private, used in the performance of an agreement. The Respondent's insurance broker shall furnish a certificate of insurance evidencing that the Respondent has insurance coverage equal to or greater than the above stated amounts pursuant to an agreement with the County. **This insurance shall name "Utah County, 100 East Center, Provo, Utah 84606" as an additional insured.**

### 5.4 INDEPENDENT CONTRACTOR

Respondent states and affirms that it will be acting as an Independent Contractor, holding itself out to the general public as an Independent Contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, will maintain its office or place of employment separate from Utah County, and that any agreement resulting from this RFP will not be exclusive of other agreements, contracts or opportunities.

The parties intend that an Independent Contractor relationship will be created by an agreement resulting from this RFP. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Respondent. Respondent will not be considered an agent or employee of Utah County for any purpose, and the employees of Respondent will not be entitled to any of the benefits that Utah County provides for County's employees. It is understood that Respondent will be free to contract for similar services to be performed for others while working under the provisions of any agreement with Utah County resulting from this RFP.

Both parties agree that Respondent shall be deemed an Independent Contractor in the performance of any agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Respondent shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County.

### 5.5 INDEMNIFICATION

The Respondent agrees that it shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of actions, orders, decrees, judgments, losses, damages, and/or liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising out of the performance of an agreement with Utah County which is caused by any act or omission of Respondent's officers, employees, agents

or volunteers. The Respondent agrees that it shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of an agreement with Utah County

## **5.6 EMPLOYMENT STATUS VERIFICATION**

The CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. The CONTRACTOR shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

## **5.7 PROPRIETARY INFORMATION**

A Respondent is required to mark any specific information contained in its proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the RFP. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the County.

## **5.8 AGREEMENT AND TERMINATION**

By responding to this RFP, the Respondent agrees to the form of the agreement attached hereto. The agreement resulting from this RFP may be terminated for any reason by Utah County upon thirty (30) days written notice to the Company/Vendor, without prejudice to any other right or remedy Utah County may have.

Failure of the Company/Vendor to adhere to any of the performance requirements of any agreement resulting from this RFP shall be cause for termination.

The agreement resulting from this RFP may be terminated for any reason by the Company/Vendor upon ninety (90) days written notice to Utah County.

**SIGNATURE SHEET**

I hereby certify that the information submitted by me/my company in response to this RFP, including the pricing and other information in this Proposal Response Form is true and accurate.

I understand that Utah County has the right to reject any or all proposals or to waive minor irregularities when to do so would in the best interests of Utah County.

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

VENDOR CERTIFICATION FORM

To receive full consideration, submitted proposals must contain responses to all questions.
Failure to respond to all questions may result in exclusion from participation in this RFP.

STATE OF UTAH )
)SS Pre-employment screening
and background checks
COUNTY OF UTAH )

Is your firm currently involved in arbitration or litigation for any reason? YES NO
If "yes," attach explanation. [ ] [ ]

Has your firm or any partner or officer ever been involved in any YES NO
bankruptcy action? [ ] [ ]
If "yes," attach explanation.

Has your firm or any partner or officer ever been listed on the YES NO
Excluded Parties List System? [ ] [ ]

Are any of the Contractor's owners, officers, employees, or agents also YES NO
employees of Utah County or related to any employees of Utah County [ ] [ ]
If "yes," attach explanation.

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:

That as a condition precedent to the award of the Utah County project as above captioned,

I \_\_\_\_\_, of \_\_\_\_\_
(owner, partner, officer, or delegate) (firm)

do solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company
have either directly or indirectly restrained free and competitive bidding on this project by entering into any
agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard
to this contract or bidding process.

Signed: \_\_\_\_\_ by: \_\_\_\_\_
(signature) (title)

\*\*\*\*\*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2010 A.D.
My commission expires \_\_\_\_\_

Seal

Residing at \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

By: \_\_\_\_\_ (Notary Public)

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, located at 100 East Center Street, Provo, Utah County, State of Utah, (“**COUNTY**”), and \_\_\_\_\_ of \_\_\_\_\_, State of Utah, Federal Tax Id No. \_\_\_\_\_ (“**PROVIDER**”).

**WITNESSETH:**

**WHEREAS**, COUNTY, a body corporate and politic, desires to secure the benefits of pre-employment screening/background checking services for potential employees of the COUNTY; and

**WHEREAS**, PROVIDER is willing to provide such services for COUNTY in consideration of receiving such fees as herein provided.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

**Section 1. Description of Work**

In consideration of the compensation set forth in Section 2 herein, and in accordance with the Terms and Conditions set forth below PROVIDER agrees to provide the following services to COUNTY for the duration of this Agreement:

- a. PROVIDER shall conduct and provide only as directed by COUNTY, up to three (3) levels of pre-employment screening/background checking services for potential COUNTY employees. Those three (3) levels of pre-employment screening/background checking services

shall consist of the following:

1) LEVEL I

- a) CRIMINAL HISTORY REPORT. A search for criminal convictions at the appropriate county courts, state repositories, federal district courts and the national criminal database.
- b) SEX OFFENDER SEARCH. Search of sexual offender databases or registries.
- c) MOTOR VEHICLE RECORD. Search of the state Bureau of Motor Vehicle records for driver information.
- d) EMPLOYMENT VERIFICATION. Verifies an applicant's past and/or present work experience (two most recent employers) by contacting employers/supervisors directly or through automated verification systems.
- e) COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT (FCRA). Provide FCRA compliance for the pre-employment screening process of applicants for the COUNTY.

2) LEVEL II

- a) CRIMINAL HISTORY REPORT. A search for criminal convictions at the appropriate county courts, state repositories, federal district courts and the national criminal database.
- b) SEX OFFENDER SEARCH. Search of sexual offender databases or registries.
- c) MOTOR VEHICLE RECORD. Search of the state Bureau of

Motor Vehicle records for driver information.

d) EMPLOYMENT VERIFICATION. Verifies an applicant's past and/or present work experience (two most recent employers) by contacting employers/supervisors directly or through automated verification systems.

e) CREDIT HISTORY. Credit history reports for employees that can affect the COUNTY financially.

f) COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT (FCRA). Provide FCRA compliance for the pre-employment screening process of applicants for the COUNTY.

3) LEVEL III

a) CRIMINAL HISTORY REPORT. A search for criminal convictions at the appropriate county courts, state repositories, federal district courts and the national criminal database.

b) SEX OFFENDER SEARCH. Search of sexual offender databases or registries.

c) MOTOR VEHICLE RECORD. Search of the state Bureau of Motor Vehicle records for driver information.

d) EMPLOYMENT VERIFICATION. Verifies an applicant's past and/or present work experience (two most recent employers) by contacting employers/supervisors directly or through automated verification systems.

e) EDUCATION VERIFICATION. Verifies a person's educational history by contacting the institution of attendance or through online verification systems.



f) PROFESSIONAL LICENSE/CREDENTIAL VERIFICATION.

Verifies status of professional license or certification. Information includes type, status, expiration and limitations.

g) CREDIT HISTORY (OPTIONAL WITH THIS LEVEL). Credit

history reports for employees that can affect the COUNTY financially.

h) COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT

(FCRA). Provide FCRA compliance for the pre-employment screening process of applicants for the COUNTY.

b. PROVIDER shall prepare an annual report in any reasonable format agreed to by COUNTY, showing the number and level of pre-employment screenings / background checks completed for COUNTY. Reports should also show the average days to complete a pre-employment screening/background check and other information that may be pertinent to the service being provided.

c. PROVIDER shall participate in "Status Verification System" to verify the work eligibility status of any new employees it has that are employed in the State of Utah in accordance with state law.

d. PROVIDER shall comply with all federal and state laws related to the performance of pre-screening/background check services provided for COUNTY.

e. PROVIDER shall provide a written report to the COUNTY regarding the suitability for employment of potential employee who is screened and/or checked.

f. When requested by COUNTY or pursuant to court or administrative proceedings in which the COUNTY is a party or participant, defend through testimony, deposition or otherwise,

PROVIDER's conclusions reached in the pre-employment screening/background checking services reports issued pursuant to this Agreement.

g. PROVIDER shall provide for the confidentiality of information pertaining to potential employees of the COUNTY.

h. PROVIDER shall maintain an equal opportunity policy and/or procedure pertaining to referrals without regard to race, color, religion, national origin, disability, sex or age.

## **Section 2. Compensation**

Except as stated below, as compensation for the services listed in Section 1 herein, COUNTY agrees to pay PROVIDER the sum of \$\_\_\_\_\_ for each level I pre-employment screening/background check performed. Except as stated below, as compensation for the services listed in Section 1 herein, COUNTY agrees to pay PROVIDER the sum of \$\_\_\_\_\_ for each level II pre-employment screening/background check performed. Except as stated below, as compensation for the services listed in Section 1 herein, COUNTY agrees to pay PROVIDER the sum of \$\_\_\_\_\_ for each level III pre-employment screening/background check performed. Said sum includes necessary feedback or consultation to department staff in addition to the items outlined above. Said sums for pre-employment screens/background checks are not to be stacked and only one level of pre-employment screen/background check may be charged for each potential employee. For example, PROVIDER can not charge COUNTY a level I, II, and III pre-employment screen/background check for the same potential employee. COUNTY will pay PROVIDER as itemized bills are submitted by PROVIDER according to the Policies and Procedures of the Utah County Auditor's Office .

As compensation for the services listed in Section 1, subpart f., COUNTY agrees to pay PROVIDER the sum of \$\_\_\_\_\_ per hour for expert witness services related to the evaluations performed pursuant to this contract, including court or deposition expert witness preparation and testimony. PROVIDER shall be compensated at this rate for travel time to and from court or depositions. PROVIDER shall be reimbursed for reasonable travel expenses for travel outside of Utah and Salt Lake Counties.

**Section 3. Independent Contractor**

a. Both parties agree that PROVIDER shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, the PROVIDER shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY. PROVIDER shall furnish a Certificate of Insurance to COUNTY evidencing that PROVIDER has workers' compensation insurance for PROVIDER and all employees of PROVIDER.

b. PROVIDER maintains its offices or places of employment separate from the COUNTY, is not to be considered an agent or employee of COUNTY for any purpose, and the employees of PROVIDER are not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that COUNTY does not agree to use PROVIDER exclusively. It is further understood that PROVIDER is free to contract for similar services to be performed for others while under contract with COUNTY.

c. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with PROVIDER.

d. The work to be performed under this Agreement will be performed entirely at PROVIDER'S risk and PROVIDER assumes all responsibility for the condition of its own workplace, tools and equipment used in the performance of this Agreement.

#### **Section 4. Indemnification and Insurance**

a. PROVIDER agrees to jointly and severally defend, indemnify, and hold the COUNTY, its officers and employees harmless from any and all liability whatsoever, which may arise from PROVIDER'S performance or provision of services in accordance with this Agreement or from PROVIDER'S failure to perform its obligations under this Agreement. This obligation to indemnify shall include reasonable attorney's fees and all other reasonable costs which may arise from PROVIDER'S actions.

b. PROVIDER agrees to maintain for the full term of this Agreement, professional malpractice insurance coverage against liability in the minimum limits contained in UCA 63G-7-604 as amended from time to time, currently \$625,000 per person, 2,200,000 per occurrence, \$250,000 property damage, insuring against any and all liability of the COUNTY which may arise from the actions or omissions of PROVIDER or its employees or agents. PROVIDER shall provide COUNTY certification of said coverage and maintain such coverage for the duration of this Agreement. In addition, coverage shall include an endorsement that names Utah County, and their officers and employees as certificate holders and that Utah County, and their officers and employees shall have primary coverage for any liability arising as a result of the PROVIDER's acts or omissions in connection with this Agreement.

**Section 5. Supervision and Inspection**

In the performance of the work herein contemplated, PROVIDER has the authority to control the services and treatment rendered. COUNTY or its authorized representatives shall have the right to enter the premises of the PROVIDER, or such other places where contract services are being performed, to inspect, audit, monitor, or otherwise evaluate the services being provided and the financial records pertaining to this Agreement. The PROVIDER must provide to COUNTY or its authorized representatives reasonable assistance and access to all facilities.

**Section 6. Duration**

a. This agreement shall be effective when executed and shall terminate on December 31, 2013. COUNTY shall have the option to renew this Agreement for three further one year periods upon the same terms and conditions herein by notifying PROVIDER in writing that it intends to renew this Agreement. COUNTY may terminate this Agreement without cause by giving 30 days written notice to PROVIDER. PROVIDER may terminate this Agreement without cause by giving 90 days written notice to COUNTY.

b. In the event of said termination, all financial obligations paid in advance by either party shall be adjusted on a per diem basis as of such termination date. Any notice and other communications given pursuant to the provisions of this paragraph shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, to the other party to this Agreement.

**Section 7. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah.

**Section 8. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation relative to the work contemplated herein of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**Section 9. Modifications**

Any modification of this Agreement or additional obligation assumed by the parties in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**Section 10. Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Section 11. General Covenants**

Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The paragraph and section headings contained in this Agreement are for convenience only, and do not constitute a part of the provisions hereof.

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of the other party to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be duly executed  
on the date set forth below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH**

\_\_\_\_\_  
STEVE WHITE, Chairman

**ATTEST:**  
Bryan Thompson  
Utah County Clerk/Auditor

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

**REVIEWED AS TO FORM:**  
Jeffrey R. Buhman  
Utah County Attorney

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

**PROVIDER:**

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

Its: \_\_\_\_\_