

Clearstar, Inc.
doing business as
Employment Screening Resources

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #4665

THIS FOURTH AMENDMENT to that Agreement for Services #4665 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client"), and Clearstar, Inc., a Delaware corporation duly qualified to conduct business in the State of California, doing business as Employment Screening Resources, whose principal place of business is 6250 Shiloh Road, Suite 300, Alpharetta, Georgia 30005, and whose local address is 7110 Redwood Boulevard, Suite C, Novato, California 94945-4114 (hereinafter referred to as "ESR").

RECITALS

WHEREAS, ESR has been engaged by Client to provide pre-employment background checks for its Human Resources Department, pursuant to Agreement for Services #4665, dated April 7, 2020, First Amendment to Agreement for Services #4665, dated November 19, 2020, Second Amendment to Agreement for Services #4665, dated February 15, 2022, and Third Amendment to Agreement for Services #4665, dated April 1, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include subconsultant language throughout amending **Sections 1, 2, 6, and 9**;

WHEREAS, the parties hereto desire to amend the Agreement to remove the international charges from **Exhibit 1-B, Amended Current Pricing** and add Country Pricing and Turn Around Time (TAT) Schedule to **SECTION 4, Pricing and Billing**; adding **Exhibit 1-C, Amended Current Pricing, Country Pricing, and TAT Schedule**;

WHEREAS, the parties hereto desire to fully-replace specific Sections and add new Sections to include updated contract provisions and add **Exhibit 5, California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Client and ESR mutually agree to amend the terms of the Agreement in this Fourth Amendment to Agreement for Services #4665 on the following terms and conditions:

- I. **The following Sections of the Agreement are fully replaced in their entirety to read as follows:**

1. Description of Services.

- A. Where a permissible purpose exists under applicable law, upon request, ESR, or subconsultant, will provide Client with Consumer Reports, Investigative Consumer Reports, and/or Consumer Credit Reports (individually "Report", and collectively "Reports"), as those terms are defined in the Fair Credit Reporting Act ("FCRA"), and as may be further defined in applicable state statutes.
- B. For Services that are ordered Fully Utilizing (as that term is defined below) ESR's automated applicant facing screening processes, ESR, or subconsultant, will provide Client with the service of administrative fulfillment of Client's obligations to provide the subject of a Report (the "Consumer") required notices and disclosures and to obtain the Consumer's prior written authorization. Where instructed to do so by Client, ESR, or subconsultant, will also process adverse action notices and related documents in administrative fulfillment of Client's obligations to provide such documents to the consumer. The fulfillment of the above will be undertaken so as to meet the certifications Client makes in the following sections of the Agreement:
 - 1. Client's FCRA procurement and use obligations found in Section 6.8. numbers 3,4, and 5; and
 - 2. Client's California Investigative Consumer Report procurement and use obligations found in Section 6.C.1., fetters b, c, d and e, and Sections 6.C.2. and 6.C.3.
- C. Where Client places orders not Fully Utilizing ESR's automated applicant facing screening processes, the obligations referred to in Sections 1.8.1 and 1.8.2 are solely borne by Client without any administrative involvement by ESR.
- D. "Fully Utilizing" shall mean Client's use of ESR's applicant invite system that brings applicants online to receive disclosures, provide consent, enter demographic data, and where it is applicable, use of ESR's automated online adverse action system.
- E. ESR shall furnish, at ESR's own cost and expense, all personnel, subconsultants, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Description of Services, and those services and tasks that are reasonably necessary for the completion of the work identified in the Description of Services.

F. ESR shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. ESR is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Description of Services, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of ESR unless specifically described as a task or item of work to be provided by Client. ESR shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement. Client shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to ESR or its employees, agents, associates, representatives, or subconsultants.

2. Performance

ESR and any subconsultant authorized herein, will use its best efforts to provide timely reporting of available information in a manner consistent with generally accepted standards of business practices in its industry - typically within one (1) to three (3) business days. However, Client hereby acknowledges that from time to time, Reports may be delayed due to circumstances beyond the control of ESR.

ESR is not responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but shall not be limited to, Acts of God, strikes, lock-outs, riots, governmental regulations including those superimposed after the fact, fire, system failures, disruption in communications, earthquakes, and/or other disasters.

ESR and any subconsultants authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of ESR's profession currently practicing in the same locality and under similar conditions.

All of ESR's and subconsultant's services and deliverables must adhere to and be in full compliance with SECTION I, Description of Services, and shall be made available to Client for review and approval at the appropriate stages specified in the Agreement or upon request by Client's Contract Administrator.

ESR and any subconsultant authorized herein, have/has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by Client or other regulatory agencies will not relieve ESR or subconsultant of this professional responsibility.

All work must be performed, and work products prepared in a format and manner customarily anticipated by Client and/or other appropriate agencies.

9. Assignment

Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ESR; provided, however, that Client may assign its rights or delegate its duties without the prior written consent of ESR if such assignment or delegation is to: (i) an affiliate of Client; (ii) a successor of Client by consolidation, merger or operation of law; or (iii) a purchaser of all or substantially all of the assigning or delegating Client's assets. Any purported assignment or delegation in violation of this Section 9 is void.

Client may, at its sole discretion, through its Contract Administrator, authorize ESR to utilize subconsultants for services performed in SECTION I, Description of Service, for the particular tasks, work and deliverables pursuant to this Agreement. Said authorization and approval shall be sought and obtained by ESR prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized pursuant to this Agreement. ESR shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to ESR by the terms of this Agreement and to assume toward ESR all of the obligations and responsibilities that ESR, by this Agreement, assumes toward Client.

II. **SECTION 6, Certifications and Acknowledgements**, Paragraph 5 is added to Subsection A:

6. Certifications and Acknowledgments

A. ESR hereby certifies that:

5. In addition, ESR hereby represents and warrants that ESR and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for ESR and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. ESR and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

III. **SECTION 4, Pricing and Billing**, the first paragraph and subsection D of the Section are amended in their entirety to read as follows:

SECTION 4

Pricing and Billing:

For each response to a request for a chargeable service, Client agrees to pay according to the pricing found in Exhibit 1 – Updated Package, Contract Pricing (“Contract Pricing”), Exhibit 1-A, marked “Current Pricing,” Exhibit 1-B, marked “Amended Current Pricing”, and Exhibit 1-C, marked “Amended Current Pricing, Country Pricing, and TAT Schedule,” incorporated herein and made by reference a part hereof.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing through November 18, 2020, the billing rates shall be in accordance with Exhibit 1, marked “Updated Package, Contract Pricing”.

For the purposes hereof, for the period beginning with the effective date of Amendment I and continuing through the last day prior to the effective date of Amendment III, the billing rates shall be in accordance with Exhibit 1, marked “Updated Package, Contract Pricing,” and Exhibit 1-A, marked “Current Pricing”.

For the period beginning with the effective date of Amendment III and continuing through the last day prior to the effective date of Amendment IV, the billing rates shall be in accordance with Exhibit 1, marked “Updated Package, Contract Pricing,” and Exhibit 1-B, marked “Amended Current Pricing”.

For the period beginning with the effective date of this Fourth Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Exhibit 1, marked “Updated Package, Contract Pricing,” and Exhibit 1-C marked, “Amended Current Pricing, Country Pricing, and TAT schedule”.

D. The total amount of this Agreement shall not exceed \$150,000, inclusive of all work of subconsultants, and all costs, taxes, and expenses.

IV. The following Sections of the Agreement are added to read as follows:

SECTION 23

Levine Act: Pursuant to Government Code section 84308 (SB 1439, the Levine Act), ESR shall complete and sign the attached Exhibit 5, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by ESR, if any, to any officer of Client.

SECTION 24

Insurance: ESR shall provide proof of a policy of insurance satisfactory to Client’s Risk Management Division and documentation evidencing that ESR maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which ESR's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by ESR in performance of the Agreement.
- D. In the event ESR is a licensed professional or professional ESR and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. ESR shall furnish a certificate of insurance satisfactory to Client's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Client's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. ESR agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, ESR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and ESR agrees that no work or services shall be performed prior to the giving of such approval. In the event ESR fails to keep in effect at all times insurance coverage as herein provided, Client may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Client; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. ESR's insurance coverage shall be primary insurance in respect to Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Client, its officers, officials, employees, or volunteers shall be in excess of ESR's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by Client. At the option of Client, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to Client, its officers, officials, employees, and volunteers; or ESR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Client, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. ESR's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event ESR cannot provide an occurrence policy, ESR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting Client department, either independently or in consultation with Client's Risk Management Division as essential for protection of Client.

Except as herein amended, all other parts and sections of Agreement for Services #4665 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services #4665 on the dates indicated below.


-- COUNTY OF EL DORADO --

By: _____

Dated: _____

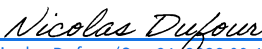
Purchasing Agent
Chief Administrative Office
"Client"

**-- CLEARSTAR, INC.
doing business as
EMPLOYMENT SCREENING RESOURCES --**

By: 
Chad Parodi (Sep 21, 2023 08:41 EDT)

Dated: 09/21/2023

Chad Parodi
Chief Executive Officer
"ESR"

By: 
Nicolas Dufour (Sep 21, 2023 09:13 EDT)

Dated: 09/21/2023

Nicolas Dufour
Executive Vice President and
Corporate Secretary

Clearstar, Inc.
doing business as
Employment Screening Resources
Exhibit 1-C

Amended Current Pricing

Best Practices Package	Package Cost: \$31.27
County Criminal Search	Included
Streamline National Criminal Records Search-All Names	\$5.40
National Federal Criminal Search	Included
Education Verification	\$8.64
Employment Verification	\$10.80

Best Practices Package plus License/Credential Verification	Package Cost: \$31.27
County Criminal Search	Included
Streamline National Criminal Records Search-All Names	\$5.40
National Federal Criminal Search	Included
Education Verification	\$8.64
Employment Verification	\$10.80
Professional Credential Verification	\$9.72

Best Practices Package plus Credit History	Package Cost: \$31.27
County Criminal Search	Included
Streamline National Criminal Records Search-All Names	\$5.40
National Federal Criminal Search	Included
Education Verification	\$8.64
Employment Verification	\$10.80
Employment Credit Report	\$7.56

Criminal Only Package	Package Cost: \$31.27
County Criminal Search	Included
Streamline National Criminal Records Search-All Names	\$5.40
National Federal Criminal Search	Included

Education Only Package	Package Cost: \$8.64
Education Verification	\$8.64

Education/Employment Verification Only Package	Package Cost:
Education Verification	\$8.64
Employment Verification	\$10.80

Education/Employment and Credit Only Package	Package Cost:
Education Verification	\$8.64
Employment Verification	\$10.80
Employment Credit	\$7.56

Federal Tax Information (FTI) Investigations Package	Package Cost:
	\$22.63
County Criminal Search	Included
Trace for Streamline	Included

A la Carte:	
Education Verification	\$8.64
Employment Verification	\$10.80
Employment Credit Report	\$7.56
County Criminal Search	\$5.40
Streamline National Criminal Records Search-All Names	\$5.40
National Federal Criminal Search	\$23.49
Trace for Streamline	\$0.00
Professional Credential Verification	\$9.72
Statewide Criminal Search	\$10.80

NOTE: Surcharges incurred by ESR in data collection are passed onto Client at cost and are not included in the pricing schedule above

Unless otherwise noted, prices quoted do not include any applicable access fees charged by courts, law enforcement agencies, state departments of motor vehicles, schools, employers, third-party collection sites, or other information sources. Client is responsible for any and all applicable access fees. All pricing, access fees, service offerings, service availability and service descriptions are subject to change without prior notice. Prior notice will be provided whenever feasible. Federal, state and local laws may restrict your use of the information provided. Federal, state and local laws may also restrict our reporting of certain information, including limitations on the type of information and age of information reported

Country Pricing and Turn Around Time (TAT) Schedule

Global Package, Price Package & Footnotes for: Mexico	Service Available?	Price	Turn Around Time
Global ID Verification	Yes	\$ 12.00	48 hours
Global Sanctions - Expanded	Yes	\$ 15.00	3 Days
Global Criminal - National	Yes	\$ 58.00	3 Days
Global Criminal - Local	N/A	\$ -	
Global Education	Yes	\$ 38.00	5 Days
Global Employment	Yes	\$ 27.00	5-7 days
Global Credential Verification	Yes	\$ 38.00	5 Days
Global Directorship	Yes	\$ 58.00	3 Days
Global Driver's License	Yes	\$ 38.00	5 Days
Global Financial History	Yes	\$ 86.00	14 days
Global Civil Litigation	N/A	\$ -	
Global Bankruptcy	N/A	\$ -	

Global Package, Price Package & Footnotes for: Canada^{1,8}	Service Available?	Price	Turn Around Time
Global ID Verification	Yes	\$ 12.00	48 hours
Global Sanctions - Expanded	Yes	\$ 15.00	3 Days
Global Criminal - National	Yes	\$ 58.00	3 Days
Global Criminal - Local	N/A	\$ -	
Global Education	Yes	\$ 38.00	5 Days
Global Employment	Yes	\$ 27.00	5-7 days
Global Credential Verification	Yes	\$ 38.00	5 Days
Global Directorship	Yes	\$ 58.00	3 Days
Global Driver's License	Yes	\$ 38.00	5 Days
Global Financial History	Yes	\$ 86.00	14 days
Global Civil Litigation	N/A	\$ -	
Global Bankruptcy	N/A	\$ -	

Global Package, Price Package & Footnotes for: Germany	Service Available?	Price	Turn Around Time
Global ID Verification	Yes	\$ 12.00	48 hours
Global Sanctions - Expanded	Yes	\$ 15.00	3 Days
Global Criminal - National	Yes	\$ 58.00	3 Days
Global Criminal - Local	N/A	\$ -	
Global Education	Yes	\$ 38.00	5 Days
Global Employment	Yes	\$ 27.00	5-7 days
Global Credential Verification	Yes	\$ 38.00	5 Days
Global Directorship	Yes	\$ 58.00	3 Days
Global Driver's License	Yes	\$ 38.00	5 Days
Global Financial History	Yes	\$ 86.00	14 days
Global Civil Litigation	N/A	\$ -	
Global Bankruptcy	N/A	\$ -	

Global Package, Price Package & Footnotes for: Costa Rica	Service Available?	Price	Turn Around Time
Global ID Verification	Yes	\$ 12.00	48 hours
Global Sanctions - Expanded	Yes	\$ 15.00	3 Days
Global Criminal - National	Yes	\$ 58.00	3 Days
Global Criminal - Local	N/A	\$ -	
Global Education	Yes	\$ 38.00	5 Days
Global Employment	Yes	\$ 27.00	5-7 days
Global Credential Verification	Yes	\$ 38.00	5 Days
Global Directorship	Yes	\$ 58.00	3 Days
Global Driver's License	Yes	\$ 38.00	5 Days
Global Financial History	Yes	\$ 86.00	14 days
Global Civil Litigation	N/A	\$ -	
Global Bankruptcy	N/A	\$ -	

Global Package, Price Package & Footnotes for: France	Service Available?	Price	Turn Around Time
Global ID Verification	Yes	\$ 12.00	48 hours
Global Sanctions - Expanded	Yes	\$ 15.00	3 Days
Global Criminal - National	Yes	\$ 58.00	3 Days
Global Criminal - Local	N/A	\$ -	
Global Education	Yes	\$ 38.00	5 Days
Global Employment	Yes	\$ 27.00	5-7 days
Global Credential Verification	Yes	\$ 38.00	5 Days
Global Directorship	Yes	\$ 58.00	3 Days
Global Driver's License	Yes	\$ 38.00	5 Days
Global Financial History	Yes	\$ 86.00	14 days
Global Civil Litigation	N/A	\$ -	
Global Bankruptcy	N/A	\$ -	

Global Package, Price Package & Footnotes for: United Kingdom2	Service Available?	Price	Turn Around Time
Global ID Verification	Yes	\$ 12.00	48 hours
Global Sanctions - Expanded	Yes	\$ 15.00	3 Days
Global Criminal - National	Yes	\$ 58.00	3 Days
Global Criminal - Local	N/A	\$ -	
Global Education	Yes	\$ 38.00	5 Days
Global Employment	Yes	\$ 27.00	5-7 days
Global Credential Verification	Yes	\$ 38.00	5 Days
Global Directorship	Yes	\$ 58.00	3 Days
Global Driver's License	Yes	\$ 38.00	5 Days
Global Financial History	Yes	\$ 86.00	14 days
Global Civil Litigation	N/A	\$ -	
Global Bankruptcy	N/A	\$ -	

Global Package, Price Package & Footnotes for: Russian Federations3	Service Available?	Price	Turn Around Time
Global ID Verification	Yes	\$ 12.00	48 hours
Global Sanctions - Expanded	Yes	\$ 15.00	3 Days
Global Criminal - National	Yes	\$ 58.00	3 Days
Global Criminal - Local	N/A	\$ -	
Global Education	Yes	\$ 38.00	5 Days
Global Employment	Yes	\$ 27.00	5-7 days
Global Credential Verification	Yes	\$ 38.00	5 Days
Global Directorship	Yes	\$ 58.00	3 Days
Global Driver's License	Yes	\$ 38.00	5 Days
Global Financial History	Yes	\$ 86.00	14 days
Global Civil Litigation	N/A	\$ -	
Global Bankruptcy	N/A	\$ -	

Clearstar, Inc.
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Exhibit 5

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is ESR's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:


Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

09/21/2023
Date


Chad Parodi (Sep 21, 2023 08:41 EDT)
Signature of authorized individual

Clearstar, Inc. dba Employment Screening Resources
Type or write name of company

Chad Parodi-Chief Executive Officer
Type or write name of authorized individual