

MILWAUKEE BOARD OF SCHOOL DIRECTORS  
PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of July 2018, by and between **Truescreen, Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

**1. SCOPE OF SERVICES**

Contractor shall specifically perform the following tasks:

- a) In accordance with Contractor’s “Statement of Work”, attached hereto as Schedule A and incorporated by reference, Contractor shall provide criminal background screening services, including fingerprinting. Contractor offers various packages for background checks. Contractor shall be compensated for work performed on a per package basis, according to its “Pricing” schedule, attached hereto as Schedule A-1 and incorporated by reference. On a per-check basis, MPS will be able to select the package required and will be charged accordingly.

MPS may also obtain “itemized services” as identified and charged in Schedule A-1.

- b) In accordance with Contractor’s “Online Services”, attached hereto as Schedule D and incorporated by reference, Contractor will provide online access for submission of background screening information. Any costs associated with the provision of online access are included in the compensation paid on a per-check basis.
- c) In accordance with Contractor’s “Report Scoring System”, attached hereto as Schedule E and incorporated by reference, Contractor will provide Report Scoring Systems Services. Any costs associated with the provision of these services are included in the compensation paid on a per-check basis.
- d) In accordance with Contractor’s “Vendor Configuration File”, attached hereto as Schedule F and incorporated by reference, and Contractor’s “Statement of Work – Integration”, attached hereto as Schedule G and incorporated by reference, Contractor shall also configure an integration such that MPS can request Provider’s services directly from within its “Infor CloudSuite” system. This integration shall be completed by January 31, 2019. A monthly status report of the integration process shall be provided to the Office of Human Capital. There will be no additional compensation for these services.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract.

**2. TERM**

This Contract shall be in effect from July 1, 2018 through June 30, 2019 (“Initial Term”), with the possibility of two, one-year extensions to run from July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021 upon mutual consent of the parties and Board approval.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

**3. COMPENSATION**

Total compensation under this Contract shall not exceed \$399,620.00 in the Initial Term.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Milwaukee Public Schools  
ATTN: Leia Scoptur, Director  
Employee Relations  
5225 W. Vliet Street

Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

#### **4. NON APPROPRIATION OF FUNDS**

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

#### **5. NON-DISCRIMINATION**

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

#### **6. INDEMNITY**

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

#### **7. BACKGROUND CHECKS**

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at [564@milwaukee.k12.wi.us](mailto:564@milwaukee.k12.wi.us)), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not been subjected to a background

check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

**8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

**9. SHIPPING /TAXES**

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

**10. IRREPARABLE HARM**

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

**11. TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

**12. TERMINATION BY MPS - BREACH BY CONTRACTOR**

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be

liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

### **13. TERMINATION BY MPS**

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

### **14. INDEPENDENT CONTRACTOR**

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

### **15. ASSIGNMENT LIMITATION**

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

### **16. PROHIBITED PRACTICES**

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

### **17. LIVING WAGE REQUIREMENT**

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

#### **18. NOTICES**

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

#### **19. WAIVER**

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

#### **20. INTEGRATION / SEVERABILITY**

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

#### **21. CHOICE OF LAW & FORUM**

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

#### **22. TIMING**

Time is of the essence in this Contract.

#### **23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

#### **24. FORCE MAJEURE**

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

#### **25. STUDENT DATA**

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

#### **26. NON-DISCLOSURE**

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof if obtained during the development of the work product covered by this Contract.

**27. MPS LOGO/PUBLICITY**

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

**28. ORDER OF PRIORITY**

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

**29. PUBLIC RECORDS**

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

**30. CONTRACT COMPLIANCE REQUIREMENT**

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V024612)

By: [Signature]  
Authorized Representative

Date: 6/29/2018  
Truescreen, Inc.  
251 Veterans Highway  
Warminster, PA, 18974  
(888) 276-8518

SSN / FEIN: [Redacted]

Budget Code: BGC-0-0-EMB-HR-ECTS

Reviewed by Risk Management:  
By: [Signature]

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: [Signature]  
Thomas P. Conjurski  
Chief Financial Officer, Office of Finance

Date: 7/3/18

5<sup>5</sup> AM By: [Signature]  
Keith P. Posley, Ed.D.,  
Interim Superintendent of Schools

Date: 7/10/18

By: [Signature]  
Mark A. Sain, President  
Milwaukee Board of School Directors

Date: 7-17-18

Date: 8.3.18





**SCHEDULE A  
(STATEMENT OF WORK)**

This Statement of Work ("SOW") will confirm the mutual understanding and agreement of Milwaukee Board of School Directors ("MPS") and Truescreen Inc. ("Truescreen") as to the terms and conditions pursuant to which Truescreen will perform the services described herein. All references to the Truescreen in this SOW are deemed to include all subsidiaries. Truescreen and Milwaukee Board of School Directors may be referred to herein as "party" and together as the "parties". The terms and conditions of this SOW are as follows:

A. This SOW is entered into by the parties under the provisions of the Professional Services Contract dated July 1, 2018 ("PSC") and, except otherwise provided in this SOW all provisions of the PSC are applicable to and incorporated by reference into this SOW.

B. During the term of this SOW, Truescreen will perform the Services herein. Truescreen will be paid in accordance with Schedule A-1 of the PSC.

**Fieldprint Services/Process**

During the term of the PSC, Truescreen will provide the Truescreen Criminal Background check Solution in accordance with MPS's criminal background check workflow needs for employee, vendor and volunteer applicants.

Specifically, in regards to the design of MPS's criminal background check ordering needs Truescreen agrees to collect applicant data specific to MPS's applicant types, collect demographic and biographic information required for the criminal background check and/or fingerprint submission to the WI Department of Justice through the Badger Net System, and enable invoicing for all transactions.

In regards to the Fingerprint Collection network, Truescreen will utilize Fieldprint's livescan collection network for MPS applicants. MPS applicants will be able to schedule fingerprint appointments and be fingerprinted in Fieldprint's Livescan Collection Network.

Truescreen will continue to offer MPS all access right and ability for authorized MPS users to order background checks, query applicant information, enable portal users to verify applicant statuses, and enable MPS to create reports, and archive applicant data through the MyTruescreen Portal.



**SCHEDULE A-1  
PRICING**

**Criminal Background Check Packages –**

<b>Type</b>	<b>Total (*without Government Fees)</b>
<ul style="list-style-type: none"> <li>• Administrator: <span style="float: right;">\$44.60</span></li> </ul> <p>(Searches include: WI DOJ State Search, county searches performed for any counties of residence outside of Wisconsin in the past 7 years, National Criminal Search, National Sex Offender Search, FBI Fingerprinting and Social Security Number Trace Search)</p>	
<ul style="list-style-type: none"> <li>▪ Employee Premium: <span style="float: right;">\$44.60</span></li> </ul> <p>(Searches include: WI DOJ State Search, county searches performed for any counties of residence outside of Wisconsin in the past 7 years, National Criminal Search, National Sex Offender Search, FBI Fingerprinting and Social Security Number Trace Search)</p>	
<ul style="list-style-type: none"> <li>▪ Employee Basic: <span style="float: right;">\$26.60</span></li> </ul> <p>(Searches include: WI DOJ State Search, county searches performed for any counties of residence outside of Wisconsin in the past 7 years, National Criminal Search, National Sex Offender Search, and Social Security Number Trace Search)</p>	
<ul style="list-style-type: none"> <li>▪ Recreation: <span style="float: right;">\$26.60</span></li> </ul> <p>(Searches include: WI DOJ State Search, county searches performed for any counties of residence outside of Wisconsin in the past 7 years, National Criminal Search, National Sex Offender Search, and Social Security Number Trace Search)</p>	
<ul style="list-style-type: none"> <li>▪ Contractor: <span style="float: right;">\$26.60</span></li> </ul> <p>(Searches include: WI DOJ State Search, county searches performed for any counties of residence outside of Wisconsin in the past 7 years, National Criminal Search, National Sex Offender Search, and Social Security Number Trace Search)</p>	
<ul style="list-style-type: none"> <li>▪ Contracted Schools: <span style="float: right;">\$26.60</span></li> </ul> <p>(Searches include: WI DOJ State Search, county searches performed for any counties of residence outside of Wisconsin in the past 7 years, National Criminal Search, National Sex Offender Search, and Social Security Number Trace Search)</p>	
<ul style="list-style-type: none"> <li>▪ Student Teacher: <span style="float: right;">\$26.60</span></li> </ul> <p>(Searches include: WI DOJ State Search, county searches performed for any counties of residence outside of Wisconsin in the past 7 years, National Criminal Search, National Sex Offender Search, and Social Security Number Trace Search)</p>	
<ul style="list-style-type: none"> <li>▪ Volunteer: <span style="float: right;">\$9.00</span></li> </ul> <p>(Searches include: WI DOJ State Search and National Sex Offender Search, and Social)</p>	
<ul style="list-style-type: none"> <li>▪ *Government Fees: <ul style="list-style-type: none"> <li>▪ WIDOB State Search Fee <span style="float: right;">\$13.00</span></li> <li>▪ FBI/WIDOB Fingerprinting Fees <span style="float: right;">\$31.50</span></li> <li>▪ County Search Fee (if any) \$ fee charged dependent on county searched.</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>▪ Additional Services</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Implementation <span style="float: right;">No Charge</span></li> </ul>	
<ul style="list-style-type: none"> <li>▪ Set-up (unlimited users) <span style="float: right;">No Charge</span></li> </ul>	
<ul style="list-style-type: none"> <li>▪ Training and ongoing support <span style="float: right;">No Charge</span></li> </ul>	
<ul style="list-style-type: none"> <li>▪ Technical Integration <span style="float: right;">No Charge</span></li> </ul>	
<ul style="list-style-type: none"> <li>▪ Itemized Services</li> </ul> <p>The itemized services listed below are offered on a not-to-exceed basis. Please note that the services are often combined to create unique packages based on the client's specific requirements. These packages, which often can be discounted further, include search parameters such as how many past employers to verify and/or the scope of specific criminal record searches.</p>	

▪ Social Security Number Validation (verifies valid SSN, place and issue data, death index search)	No Charge
▪ Analyzed Social Security Number Search (credit bureau data analyzed for names, SSNs and addresses)	\$1.60
▪ Analyzed TransUnion Credit / Financial History (includes analyzed SSN info, financial data, tax liens, bankruptcies, copy of credit file)	\$6.00
▪ County Criminal Records Search (searches conducted on a county-by-county basis; price is per county)	\$10.00
▪ Federal Criminal Records Search (searches conducted on a district-by-district basis; price is per district)	\$3.00
▪ Statewide Criminal Records Repository (searches conducted on a state-by-state basis; price is per state)	\$5.00
▪ National Criminal File Search (national database search covering more than 375 million criminal, sex offender and violation records; includes verification of hits at no additional charge)	\$5.00
▪ International Criminal File Search	
Spain	\$145.00
Germany	\$110.00
Italy	\$170.00
▪ National Sexual Offender Database Search (database search covering sex offender records collected nationwide)	\$4.00
▪ Child Abuse Registry Searches (not available in all states; state fee and postage fees charged separately)	\$14.00
▪ Full-Service Electronic Fingerprinting (includes site location, scheduling, livescan or one print card fingerprint collection, tracking, electronic transmission to receiving authority, CHRI results reporting and storage; all fees included except courier fees and receiving authority fees)	\$18.00
▪ Basic Employment History Verification (price is per employer; verification of title, dates, reason for leaving, eligibility for rehire)	\$7.00
▪ Education History Verification* (price is per verification; *Also includes DegreeScan®, a search of our proprietary database of known diploma mills)	\$7.00
▪ Professional License Verification (price is per license)	\$5.00
▪ MVR Driving History (MVR data summarized and formatted; price is per license; state fee charged separately)	\$2.50
▪ SanctionsBase+® (proprietary search covering terrorist watch lists; OFAC; disciplinary/administrative actions from regulated industries, including healthcare and financial services)	\$1.00

**SCHEDULE "B"**  
**(Requirements under the Fair Credit Reporting Act and Credit Bureaus)**  
**(Fair Credit Reporting Act Requirements)**

a. **Addition of the Membership Application and Statement of Intent:**



**MEMBERSHIP APPLICATION AND STATEMENT OF INTENT**  
**(Complete in its Entirety)**

**FULL NAME OF MPS** \_\_\_\_\_

**"DOING BUSINESS AS"** (if applicable) \_\_\_\_\_

**ADDRESS OF MPS** \_\_\_\_\_

#/Street

City

State

Zip Code

**PUBLISHED TELEPHONE NUMBER:** \_\_\_\_\_

**NATURE OF MPS'S BUSINESS:** \_\_\_\_\_

**PERMISSIBLE PURPOSE AND INTENDED USE FOR WHICH CREDIT INFORMATION WILL BE USED** (i.e., for employment purposes, including: hiring, promotion, reassignment or retention as an employee):

**CLASSIFICATION OF MPS'S BUSINESS** (corporation, partnership, sole proprietorship, limited liability company): \_\_\_\_\_

**OWNERS** (*Sole Proprietors or Partnerships only*) – Include Name, Social Security Number and MPS Federal Employer Identification Number

**MPS WEBSITE ADDRESS(ES)/URLS:**

The individual executing this Agreement on behalf of MPS has direct knowledge of the facts certified to hereinabove.

\_\_\_\_\_  
By (signature)

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

\_\_\_\_\_  
Print Title

## 1. Contractor Services

MPS is a *public school system* and has a permissible purpose for obtaining Screening Reports (a written consumer or investigative consumer report generated by Contractor with respect to its research about a Consumer) in accordance with the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), including, without limitation, all amendments thereto (“FCRA”). A “Consumer” is an employee as defined by the FCRA, or a business organization.

Subject to the terms and conditions set forth herein, upon receipt of a request from MPS, Contractor shall perform research and compile a Screening Report for MPS. Contractor shall perform the research (as set forth on any Statement of Work), to the extent requested by MPS in the request and shall be ordered only when intended for employment purposes (employment, promotion, reassignment, or retention as an employee, independent Contractor or contract employee) and will not be used for any other purpose.

2. Each party further agrees to be in compliance with regulatory and/or screening requirements imposed by federal or state regulations or statutes and ordinances.

3. MPS hereby represents warrants and covenants to Contractor as follows (in addition to the representations, warrants and covenants in the Professional Services Contract dated July 1, 2018 (“the PSC”)):

### a. **Compliance with the Laws.**

MPS certifies that it is, and for the duration of the PSC shall be, in compliance with the FCRA and all relevant federal, state, local laws, governmental regulations, rules and requirements and binding administrative and court orders and more specifically, with the Laws and the attached “*Notice to Users of Consumer Reports: Obligations of Users Under the FCRA*”, and, the parties will conform their conduct pursuant to this Agreement to meet all legal requirements, as they may change, and an actual amendment to this Agreement is not required. MPS hereby certifies to Contractor as specifically required by the FCRA and represents and warrants (as applicable):

(1) MPS will ensure that prior to procurement or causing procurement of a Screening Report for employment purposes:

(i) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a Screening Report may be obtained for employment purposes;

(ii) the consumer has authorized in writing the procurement of the report by MPS.

(2) MPS specifically certifies that before taking any “adverse action” (as that term is defined in the FCRA) against an Employee based on the Screening Report, MPS shall provide the Consumer with the Summary of Consumer Rights, which MPS acknowledges receipt herein.

(3) MPS acknowledges that the FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code or imprisoned not more than two years, or both.

(4) MPS certifies that MPS shall not resell the Screening Reports under any circumstances, and it will use the Screening Reports (i) solely for the stated certified use(s) and (ii) solely for MPS’s exclusive one-time use.

(5) MPS has a continuing obligation to deliver a copy of the Rights of Consumers and any state notices to each Consumer receiving a Screening Report in the form attached hereto.

4. **Access Security Requirements and Data Protection.** The parties acknowledge they must work together to protect the privacy of Consumers. Each party shall take appropriate measures designed to limit unauthorized access of screening reports and to protect all data containing personal identifying information. MPS specifically represents and warrants that it has reviewed the “*Access Security Requirements*” located at

<http://www.truescreen.com/AccessSecurityRequirements.pdf> and that it will comply with said security requirements.

5. **Written Releases/Recordkeeping.** MPS shall maintain copies of all written authorizations (consents or releases) for a minimum of five (5) years from the date of inquiry and make releases available to the Contractor upon request.

6. **Business Verification Program/On-Site Inspection**

In compliance with Federal and State laws and credit bureau requirements, Contractor and/or a third party inspection company shall conduct an on-site physical inspection of MPS's business for the sole purpose of ensuring that MPS is a legitimate business. The pass-through costs for the inspection shall be paid by MPS as set forth in Schedule "A". Contractor shall not commence any services to MPS until after a completed and approved inspection report is in Contractor's possession.

7. **Prohibition on Reselling and Use**

MPS specifically acknowledges and agrees that, under no circumstances, will it resell any information provided by Contractor to any third party. MPS certifies that MPS shall use the Screening Reports (i) solely for the stated certified use(s) and (ii) solely for MPS's exclusive one-time use.



Para informacion en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A Consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to an employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you chose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or in some cases a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights contact:**

TYPE OF BUSINESS:	CONTACT
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.  b. Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552  b. Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 (877) 382-4357
1. To the extent not included in item 1 above:  a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks  b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act  c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations  d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050  b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480  c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106  d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air Carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA



TYPE OF BUSINESS:	CONTACT
	Washington, DC 20580 (877) 382-4357

**Truescreen, Inc.**  
**A Vertical Screen® Company**  
**Attn: Consumer Disclosure**  
**P.O. Box 541, Southampton, PA 18966**  
**Toll-free phone – 800-260-1680**

**NOTICE**  
**New Jersey Consumers Have the**  
**Right to Obtain a Security Freeze**

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a "security freeze" on your credit report pursuant to New Jersey law.

The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report for a specific party, parties or period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

- (i) The unique personal identification number or password provided by the consumer reporting agency;
- (ii) Proper identification to verify your identity; and
- (iii) The proper information regarding the third party or parties who are to receive the credit report or the period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days or less, as provided by regulation, after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around, or specifically for a certain creditor, a few days before actually applying for new credit.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

**Truescreen, Inc.**  
**A Vertical Screen® Company**  
**Attn: Consumer Disclosure**  
**P.O. Box 541, Southampton, PA 18966**  
**Toll-free phone – (800) 260-1680**

**All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

## **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

#### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. [Section 604\(c\)](#). The particular obligations of users of "prescreened" information are described in Section VII below.

#### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

#### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.



## **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

## **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

## **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

### **D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

### **E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

## **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

### III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

#### A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

### IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

### V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

## **VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

## **VIII. OBLIGATIONS OF RESELLERS**

### **A. Disclosure and Certification Requirements**

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identify of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

### **B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

### **C. Fraud Alerts and Resellers**

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## **IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.



**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:**

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

**Schedule C**  
**(Additional Contractual Terms – Standard Background Checks)**

This schedule is attached to a Professional Services Contract dated July 1, 2018 and shall have the definitions identified therein.

1. **Additional Terms and Conditions**

a. **No Unauthorized Research**

Contractor shall not, nor will it be required to, perform any research or make any inquiry or disclose any information which Contractor is restricted from researching, making or reporting pursuant to the Laws. Failure by Contractor to report any such proscribed information shall not be deemed a breach of the PSC or otherwise give rise to any liability on the part of Contractor to MPS or to any other party.

b. **Requests for Limited Research**

If MPS requests from Contractor that the research provided to it under the PSC be limited in its content in any way, Contractor shall not be held responsible or liable to any extent for its failure to fully disclose information that is available for disclosure in accordance with the Laws.

c. **Delivery; Limitation of Consequential Damages**

- 1) Contractor shall use commercially reasonable efforts to deliver the Screening Report to MPS as soon as commercially practicable from its receipt of the request. Delivery times of the Screening Report are subject to delays beyond Contractor's control, including but not limited to, delays from sources and/or third parties providing information, unavoidable difficulties with equipment or any errors or omissions in information provided by MPS.
- 2) Subject to Wisconsin law, Contractor will not be liable to MPS, or to any third party, for any inaccuracy in information provided by Contractor for any reason other than bad faith or gross negligence in the selection of its sources of information. In any event, MPS's recovery will be limited to its actual damages and in no event shall Contractor have any liability hereunder for any indirect, special, incidental, exemplary, punitive or consequential damages, including, without limitation, loss of profit or business opportunities, whether or not Contractor was advised of the possibility of such damages. In no event will the total aggregate liability of Contractor to MPS for any claims, losses or damages arising out of the PSC exceed the total amount of fees and other consideration actually paid by MPS under the PSC. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

3) **Accuracy of research**

MPS acknowledges that information to be provided by Contractor is secured from and processed by fallible sources (human and otherwise) and/or other public sources not under the control of Contractor and that, for the fees charged, Contractor cannot be either an insurer or a guarantor of the accuracy or depth of the information reported. Certain information provided by Contractor to MPS may necessarily be subjective in nature, including opinions and evaluations of third parties concerning Consumers. There are no assurances that the information provided by Contractor to MPS will in all cases be accurate and/or complete, except as required by the Laws.

4) **Confidentiality, Access Security Requirements and Security Breach Notification Requirements**

- a. **Confidentiality.** In accordance with the provisions of the Laws, Contractor and MPS each acknowledge that the information to be provided by Contractor to MPS and by MPS to Contractor pursuant to this Agreement is sensitive, privileged and confidential. Contractor will communicate such information only to such employees of MPS as are designated by MPS (the "Authorized Employees"). MPS agrees to make all Authorized Employees aware of the sensitive, privileged and confidential nature of information pursuant to the Laws.

- a. **Confidentiality of Screening Reports.** Screening Reports and other information provided by Contractor to MPS, shall not be shared, disseminated or republished in any manner by MPS or by any of its employees, representatives or agents, except only as required or permitted by law. The Screening Reports shall be requested by, and disclosed by MPS only to MPS's designated and authorized employees having a need to know and only to the extent necessary to enable MPS to use the Screening Reports in accordance with this Agreement. Any other dissemination may be made only with Contractor's prior written consent.
- b. **Access Security Requirements and Data Protection.** The parties acknowledge they must work together to protect the privacy of Consumers. Each party shall take appropriate measures designed to limit unauthorized access of screening reports and to protect all data containing personal identifying information. MPS specifically represents and warrants that it has reviewed the "Access Security Requirements" located at <http://www.truescreen.com/AccessSecurityRequirements.pdf> and that it will comply with said security requirements.
- c. **Security Breach Notification Requirements.** Each party, as soon as reasonably possible of discovery, shall report to the other party any use or disclosure of any sensitive data containing personal identifying information, or data not otherwise authorized by this Agreement ("Sensitive Data"). The breaching party's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Sensitive Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the party has taken or shall take to prevent future similar unauthorized use or disclosure of Sensitive Data. Each party shall comply with all applicable laws in its reporting, mitigation, notification, response and corrective action in connection with any security or privacy breach.

5) **Access to Contractor's Services and Website**

- a. MPS shall identify to Contractor those individuals who will have access to Contractor's services, pursuant to Paragraph 1 herein, and/or Website (hereinafter, "Authorized User"). For Website access, MPS will be assigned unique user names and passwords ("Access Codes") to permit access to Contractor's Website. MPS shall ensure that prior to instructing Contractor to grant access to services and/or Access Codes to an Authorized User, MPS shall provide adequate training to any Authorized User regarding the requirements of this Agreement and any applicable laws.
- b. In the event that MPS requests that Contractor switch its security option in accessing the Contractor's Website from the certificate-based model to a personal identification number ("PIN")/password model, Authorized Users, as identified by MPS, will be assigned unique Access Codes, including the PIN, to allow access to MPS's Website.
- c. MPS acknowledges and agrees that it is responsible for any activities performed by any individual whom it provides the Access Code, including anyone under MPS's control, any affiliate or third-party. MPS agrees to notify Contractor in writing immediately if it wishes to deactivate or disable any Access Codes, or revoke the access to the services of any Authorized User. MPS shall indemnify Contractor against any losses, damage or disruption (i.e., "hacking") to Contractor systems, Website, or business caused by any individual whom it provides the Access Code.

**Schedule D**  
**Online Services**

This schedule is attached to a Professional Services Contract dated July 1, 2018 (“the PSC”) and shall have the same definitions identified therein.

**1. Data Sheet Submission Service**

Contractor shall provide MPS on-line access for submission of information to Contractor for processing background screen reports on applicants and/or employee (each, a “Data Sheet”). Contractor shall use commercially reasonable efforts to promptly provide access through Contractor’s Web-deployed Data Sheet submission service (the “Service”).

**2. The Service**

Subject to the terms and conditions of the PSC and the payment of any applicable fees, Contractor will permit the Applicants to access and use the Service by accessing a Website (the “Site”), the uniform resource locator for such Site (to be provided by Contractor within a reasonable time after the commencement of the term of the PSC. Contractor shall provide MPS one or more identification(s) and password(s) with sufficient access right to permit MPS to review and print Data Sheets. Contractor shall provide MPS and the Applicants with support for the Service in accordance with its standard support policies for similarly-situated users of the Service.

**3. Non-Exclusivity and No Proprietary Rights**

MPS hereby grants Contractor during the term of the PSC a non-exclusive, royalty-free right to license to use, display, modify (to the extent necessary to provide the Service), and transmit the Data Sheet(s) (including any trademark, trade name, service mark, or logo of MPS contained thereon (“Marks”)) for use with the Service during the term of the PSC. At no time will Contractor own any proprietary right to the actual MPS Application and Marks.

**4. Compliance with Contractor Policies**

Contractor reserves the right to reject any Data Sheet that Contractor reasonably believes would violate any applicable law or regulation or any proprietary rights of any third party. MPS acknowledges and agrees that each Applicant will be required to consent to Contractor’s “Terms of Service” Agreement prior to accessing and using the Service (together with Contractor’s policies regarding the use of the Service, the “Policies”). Contractor, at its sole discretion, may immediately limit or suspend MPS’s, or any Applicants’ access to the Service and the Site, if MPS or any Applicant uses or attempts to use the Service of the Site in a manner inconsistent with the Policies or any applicable law or regulation.

**5. Proprietary Rights of Truescreen®**

Except for the limited right of MPS and the Applicants to access and use the Service and the Site, Contractor does not grant any other right of license, by implication or otherwise, to use the Service (or any subsequent version of the Service), the Site, or any patent, copyright, or other intellectual property or proprietary rights owned by licensed to Contractor. MPS shall not assigned, copy, rent, lease, reverse engineer or decompile, modify or create derivative works, display (except as necessary to exercise MPS’s rights hereunder), sublicense or subcontract, or transfer the Service or the Site to any other entity or person. MPS shall not remove, obscure, or modify any proprietary notices on the Site or that are viewable through the Service (including notices appearing on reports generated by the Service).

**6. Warranty**

Contractor warrants to MPS that the Service shall be available to MPS and its Applicants, subject to reasonable downtime for maintenance, upgrades, testing and backup. MPS’s sole and exclusive remedy for a failure of Contractor to make the Service available as described in the previous sentence, and Contractor’s sole and exclusive obligation, shall be for Contractor to use commercially reasonable efforts to promptly make the Services reasonably available. If Contractor is unable to do so, Contractor may cease providing access to the Service and refund to MPS a prorated portion of the fees paid to Contractor by MPS for access to the Service in the initial term of the then-current renewal term, as the case may be.

## Schedule E

This schedule is attached to a Professional Services Contract dated July 1, 2018 ("the PSC") and shall have the same definitions as identified therein.

Subject to the terms and conditions of the PSC and all attached exhibits and schedules, MPS has requested that Contractor provide, and Contractor is hereby agreeing to provide its Reporting Scoring System Services to MPS. Attached hereto as Schedule E-1 is MPS objective standards to be utilized by Contractor in determining what constitutes a Report Scoring System rating.

MPS acknowledges and agree that:

Contractor's Report Scoring System ratings are based exclusively on objective standards or interpreting background and other information legally obtained under the Fair Credit Report Act, 15. U.S.C. § 1681 et seq. and other applicable laws,

Such Report Scoring System assessments should not be inferred nor understood as legally binding indications, recommendations or consumer rating assessments by Contractor.

Any and all interpretive procedures utilized in characterizing what constitutes a Report Scoring System rating, including the objective standards set forth on Schedule E-1, are established individually by MPS and are merely included in Contractor's report as the MPS's specifications.

Contractor does not make any employment or contracting decisions for MPS based on background information in accordance with Section 1681(m) of the Fair Credit Report Act, 15. U.S.C. § 1681 et seq.,

the Report Scoring System assessment is calculated using computer programs and subjective human analysis which, occasionally, are subject to errors beyond the reasonable control of Contractor, and

If a Report Scoring System rating is mentioned or referred to in any correspondence, whether oral or written, between MPS and any subject of investigation in which the Report Scoring System Services are provided, then MPS agrees that it will clearly disclose to the subject that (i) Contractor did not set or formulate the Report Scoring System rating, (ii) that Contractor cannot explain or interpret the Report Scoring System rating, and (iii) that the Report Scoring System rating is not the Contractor's, but based solely on the Contractor's own specifications and criteria.

Schedule E-1

**REPORT SCORING SYSTEM STANDARDS**

Pass/Review options must be filled out for ALL Services regardless of whether they are currently a part of a package level or not. This insures that if the service is ever added, a Review will be triggered appropriately.

<b>Business Line</b>	
<input type="checkbox"/> BIG <input type="checkbox"/> Certiphi <input checked="" type="checkbox"/> TrueScreen	
Is Courts Scoring Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is MVR Scoring Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>Section A: ActionsBase</b>		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section   Date of Change:		
No.	Finding	Should the Finding Trigger a <u>REVIEW</u> score?
1	Verified action found within ActionsBase.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

<b>Section B: SSN Validation</b>		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section   Date of Change:		
No.	Finding	Should the Finding Trigger a <u>REVIEW</u> score?
1	Provided Social Security Number belongs to a deceased individual.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Social Security Number issued prior to applicant/subject's date of birth.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Social Security Number provided is not a valid number.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Social Security Number is randomized	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

<b>Section C: Applicant/Subject Verification</b>		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section   Date of Change:		
No.	Finding	Should the Finding Trigger a <u>REVIEW</u> score?
1	Provided SSN could not be verified as belonging to the applicant/subject.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Provided name could not be verified as belonging to the applicant/subject.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

3	Credit bureau indicates that subject has aliases or AKA names.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Current address provided by applicant/subject could not be verified with credit bureau. Bureau indicates applicant/subject resides at different address.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
5	Credit bureau has no record of applicant/subject under information provided.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
6	Credit bureau has no record of applicant/subject under information provided and applicant/subject is older than X. (Enter Value) Years	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable



### Section D: Financial History

Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES

Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Credit bureau has no record of applicant/subject under information provided.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	The number of collection accounts exceeds X. (Enter Value)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Collection accounts past due amount exceeds \$X. (Enter \$ Value)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
4	Past due amount exceeds \$X. (Enter Value).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
5	Past due amount exceeds \$X. (Enter Value) in the last X. (Enter Value) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
6	Reported derogatory trade lines including collection accounts exceed X. (Enter Value)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
7	Reported revolving balance or amount owed exceeds \$X. (Enter Value)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
8	Repossession trade line listed on credit file.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
9	Bankruptcy trade line listed on credit file.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
10	Transaction risk score (FICO SB) is less than X. (Enter Value) <i>This is only to be used for Insurance Contractors.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
11	Sum of all Collections, Tax Liens, and Judgments exceeds \$X. (Enter Value)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
12	Consumer Statement Exists	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

### Section E: Bankruptcy

Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES

Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Bankruptcy found on credit file.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Open or active bankruptcy found on credit file.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
3	Closed bankruptcy found on credit file within the last X. (Enter Value) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
4	Bankruptcy found on credit file with original filing date within the last X. (Enter Value) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
5	Bankruptcy has not been discharged for more than X. (Enter Value) year(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable

### Section F: Tax Liens and Judgments

Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES.  
 Check here ONLY if a CHANGE has been made to this section. Date of Change: \_\_\_\_\_

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Tax lien or judgment found on credit on file.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Tax lien or judgment not satisfied for more than X. (Enter Value) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
3	Sum of tax liens exceeds \$ X. (Enter Value) (excludes judgments)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
4	Tax lien exists. (excludes judgments)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
5	Sum of judgments exceeds \$ X. (Enter Value) (excludes tax liens)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
6	Sum of judgments in last X. (Enter Value) years exceeds \$ X. (Enter Value). (excludes tax liens)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
7	Sum of unsatisfied judgments and tax liens exceeds \$ X. (Enter Value).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
8	Sum of unsatisfied judgments and tax liens in last X. (Enter Value) years exceeds \$ X. (Enter Value).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable

### Section G: Child Abuse Registry

Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES.  
 Check here ONLY if a CHANGE has been made to this section. Date of Change: \_\_\_\_\_

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Record found.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

### Section H: Court Records

Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES.  
 Check here ONLY if a CHANGE has been made to this section. Date of Change: \_\_\_\_\_

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Any Record found for Any Disposition or Charge Type	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Records found ONLY for specific Dispositions and All Charge Types (Attach List of Dispositions)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
3	Records found ONLY for specific Dispositions and Specific Charge Types (Attach List of Dispositions and Charge Types)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
3	Records found EXCEPT FOR misdemeanors, traffic and infraction violations that are more than X. (Enter Value) years old	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
4	We were unable to complete the court search due to missing/required information. (i.e. DOB, middle initial, etc)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

5	X (Enter Value) of Points have been assigned to a charge (Attach Point leveling List)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
5	Sum of X (Enter Value) of Points have been assigned to all charges (Attach Point leveling List)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable

**Section I: National Criminal Database**

Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Record found.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	X (Enter Value) of Points have been assigned to a charge (Attach Point leveling List)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
3	Sum X (Enter Value) of Points have been assigned to all charges (Attach Point leveling List)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable

**Section J1: Education Verification**

Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Enrollment start date differs by more than or equal to X (Enter Value) months from the date reported by the applicant/subject.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Graduation/enrollment end date differs by more than or equal to X (Enter Value) months from the date reported by the applicant/subject.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Degree reported by applicant/subject differs then information verified by institution.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	School was contacted; however they have no record of the applicant/subject attending.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
5	The report level or request includes Education History Verification but no education information was submitted with the request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
6	Degree Scan/Diploma Mill hit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
7	The cumulative addition of Education Start Date and End Date is greater than X (Enter Value) months (Used for school with a time requirement for graduation completion, i.e. Nail technician, 6 month requirement)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
8	Date of graduation provided by the applicant is different than the date of graduation provided by the school.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
9	GPA is lower than X (Enter Value)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
10	GPA was not available.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section J2: Education: Education Not Contacted		
<input checked="" type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	Education was not contacted per the request of the client.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Education was not contacted because it is out of country	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Education was not contacted because the subject's education falls outside required education components to be researched within the profile.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section K: Education Accreditation Verification		
<input checked="" type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	School not accredited This is an added service -- See Business Developer for Cost.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section L1: Employment: History		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	End date of employment differs by more than or equal to X (Enter Value) months from the end date reported by the applicant/subject.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Start date of employment differs by more than or equal to X (Enter Value) months from the start date reported by the applicant/subject.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Total tenure of employment verified is X (Enter Value) less than reported by applicant/subject.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Total tenure of employment verified is X (Enter Value) months more than reported by applicant/subject. (Used for Contract/employer with a time requirement for job completion, ie. Nail technician, 6 month requirement)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
5	Employer has no record of applicant/subject working for them.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
6	Employer has indicated that applicant/subject is not eligible for rehire.  See below for exceptions:  If this text appears anywhere in the reason field:  Based on company policy Information was not available Information was not available per company policy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable

	Company policy Currently employed	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
7	<p>Employer has not indicated whether the applicant/subject is eligible for rehire (question is unanswered)</p> <p>See below for exceptions:</p> <p>If this text appears anywhere in the reason field:</p> <p>Based on company policy Information was not available Information was not available per company policy Company policy Currently employed</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
8	The cumulative addition of Employment Start Date and End Date is greater than X. (Enter Value) months. (Used for Contract/employer with a time requirement for job completion, i.e. Nail technician, 6 month requirement)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section L2: Employment: Unable to be Completed		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	The report level or request includes Employment History Verification but no employment history was submitted with the request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	When we attempted to contact the employer it was determined that they are closed and/or no longer in business.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Despite our continued verbal and/or written requests, the employer has neglected to respond to us in a timely manner.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Employer charges a fee to verify, approval has not been given to incur additional fee.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
5	Employer is located outside of the US/Canada, approval has not been given to incur additional fee associated with verification.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
6	Employment verification requires the use of a translator service, approval has not been given to incur additional fee.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
7	When we contacted the employer we were advised that they are under new ownership and/or management and do not maintain employment records for the time period the applicant/subject was employed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
8	Requester was notified that additional information was needed to complete verification. We received no response to this request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

9	Employment dates are inaccessible because employer does not maintain and/or have access to records for the time period the applicant/subject was employed.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
10	Employer was contacted, but they are closed for the season.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
11	Employer was contacted, however they do not maintain records on temps, contract workers, interns or student employees.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
12	We were unable to locate the employer with information provided in the request and/or on application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
13	We were unable to locate a valid phone number for employer with information provided in the request and/or on application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
14	Upon contacting employer it was determined that applicant/subject is self-employed.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
15	Employer listed is owned by applicant/subject.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
16	Employer was contacted and they refused to release information on their past/present employees or representatives.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
17	Employer requires a written release to verify employment history, however no release was provided with request.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
18	Employer requires a written release to verify employment history; the electronic release signed by the applicant/subject was not accepted.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
19	Despite applicant/subject's assistance including providing additional information we were unable to complete verification.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
20	Applicant/subject was notified that additional information was needed to complete verification. We received no response to this request.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable

### Section L3: Employment: Employer Not Contacted

- Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section - Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Applicant/subject did not give authorization to contact their current employer.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Applicant/subject did not give authorization to contact employer.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Employer was not contacted per the request of the client.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Employer listed is company requesting investigation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
5	No dates of employment were provided on application and/or in request, thus they were not contacted.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
6	Employer was not contacted because the subject's employment falls outside of the time frame specified and/or the prerequisite number of employers were contacted per profile/contract.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

### Section L4: Employment: Military

- Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section. Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Discharge was not honorable	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

### Section M: E-Verify

- Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Employment is not authorized.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

### Section N: MVR History

- Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	The Department of Motor Vehicles has no record of the subject/applicant with provided driver's license number.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	The report level or request includes MVR History but no driver's license number was submitted with the request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	License inactive or suspended.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Violations found on MVR History.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
5	Number of violations listed on MVR history greater than or equal to X. (Enter Value)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
6	Point value exceeds X. (Enter Value) (This is based on ACD Code Point Leveling List) (Attach List)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
7	Point value exceeds X over a time period of X (This is based on ACD Code Point Leveling List) (Attach List)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable

### Section N2: CDL History

- Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	The Department of Motor Vehicles has no record of the subject/applicant with provided driver's license number.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	The report level or request includes MVR History but no driver's license number was submitted with the request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	License inactive or suspended.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Violations found on MVR History.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
5	Number of violations listed on MVR history greater than or equal to X. (Enter Value)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable



6	Point value exceeds X. (Enter Value) (This is based on ACD Code Point Leveling List) (Attach List)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
7	Point value exceeds X over a time period of X (This is based on ACD Code Point Leveling List) (Attach List)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable

Section O: Professional Designation		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	Issuing institution or organization has no record of the applicant/subject receiving designation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	The report level or request includes Professional Designation but no information was submitted with the request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Designation/license is inactive.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Designation/license does not maintain an active or inactive status.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
5	Active or inactive status was not available from issuing institution or organization.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
6	Disciplinary action found	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
7	Disciplinary actions are not applicable for designation/license issued.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
8	Issuing institution or organization was unable to provide information regarding disciplinary actions on record.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
9	Comment or notes listed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section P: Professional Licensing		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	Issuing institution or organization has no record of the applicant/subject receiving designation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	The report level or request includes Professional Designation but no information was submitted with the request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Disciplinary action found	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Disciplinary actions are not applicable for designation/license issued.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
5	Comment or notes listed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
6	Active Status Revoked	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
7	Active Status See Note Below	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
8	Active Status Suspended	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

9	Active Status Expired	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
10	Active Status Surrendered	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
11	Active Status Not Available	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
12	Active Status Cancelled	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
13	Active Status Denied	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
14	Active Status Invalid	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
15	Active Status Pending	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
16	Disciplinary Actions Not Available	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
17	Researched Effective Date No Match	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
18	Researched Expired Date No Match	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

### Section Q: Personal References

- Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Despite our repeated verbal and/or written attempts we were unable to complete reference interview.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	The report level or request includes reference interview(s) but no references were submitted with the request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

### Section R: Sex Offender Search

- Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Record found.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Unable to Complete	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

### Section S: CRISP (Computer Retrieval of Information on Scientific Projects)

- Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Applicant/subject NOT located on CRISP database.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

### Section T: DEA (Drug Enforcement Administration)

- Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES  
 Check here ONLY if a CHANGE has been made to this section Date of Change:

No.	Finding	Should the Finding Trigger a REVIEW score?
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<input type="checkbox"/> Applicant/subject NOT located on DEA database.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
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<b>Section U: National Practitioner Database</b>		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES		
<input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	Record found	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

<b>Section V: State Department of Insurance</b>		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES		
<input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	Disciplinary action found.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Applicant/subject insurance license has expired.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Applicant/subject has never been licensed with the department of insurance.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

<b>Section W: Securities NASD/State</b>		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES		
<input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	Applicant/subject is not registered.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Disciplinary action found.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

<b>Section X: Drug Screening</b>		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES		
<input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	Non-negative test including the following statuses, cancelled, refusal, adulterated, substituted and negative dilute.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

<b>Section Y: Breath Alcohol</b>		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES		
<input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		

No.	Finding	Should the Finding Trigger a <u>REVIEW</u> score?
1	Test results are greater or equal to X. (Enter Value) (DOT requirement .04)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section Z: Physical		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a <u>REVIEW</u> score?
1	Applicant/subject failed test.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section AA: Corporation Verification		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a <u>REVIEW</u> score?
1	Corporation is not in good standing with the Secretary of State.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Secretary of State has not record of the provided corporation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section AB: OIG & GSA Excluded Parties		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a <u>REVIEW</u> score?
1	Record Found	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section AC: Fingerprinting		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		
No.	Finding	Should the Finding Trigger a <u>REVIEW</u> score?
1	Criminal History Record Information (CHRI) returned as being Identified (Records exists)	All Cases will trigger a review.
2	Criminal History Record Information (CHRI) returned as illegible prints.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section AD: DOT Employment		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section Date of Change:		

No.	Finding	Should the Finding Trigger a REVIEW score?
1	Is the number of injuries greater than ? (please enter amount)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Is the number of fatalities greater than ? (please enter amount)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Were any Hazardous materials released (other than fuel spilled from the fuel tanks of motor vehicles involved in the accidents. (Please answer Yes or No)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Section AE: DOT Drug & Alcohol History		
<input type="checkbox"/> Check here if THIS SECTION IS NOT CURRENTLY A PART OF ANY PACKAGES <input type="checkbox"/> Check here ONLY if a CHANGE has been made to this section. Date of Change:		
No.	Finding	Should the Finding Trigger a REVIEW score?
1	Under the Department of Transportation testing requirements, this person had an alcohol test with a result of 0.04 or higher alcohol concentration? (Please answer YES or NO)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
2	Under the Department of Transportation testing requirements, this person had a verified positive drug test? (Please answer YES or NO)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
3	Under the Department of Transportation testing requirements, this person refused to be tested (including verified adulterated or substituted drug test results)? (Please answer YES or NO)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
4	Under the Department of Transportation testing requirements, this person committed other violations of DOT agency drug and alcohol testing regulations? (Please answer YES or NO)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

**SCHEDULE F**  
**Vendor Configuration File**

This Schedule is attached to a Professional Services Contract dated July 1, 2018 ("the PSC") and shall have the definitions contained therein.

Contractor agrees to deliver to MPS the Vertical Screen Vendor Configuration File (collectively with all data, content, text and other information contained therein and all documentation delivered incident thereto, the "File"). NOW, THEREFORE, the parties agree hereto as follows:

1. Title; Proprietary Rights. It is acknowledged by MPS that the File is and shall remain the property of Contractor and constitutes Contractor's proprietary information (the "Proprietary Information"). MPS shall at all times during the period of the PSC continue and continuously thereafter keep confidential all such Proprietary Information. MPS shall be deemed to have complied with the foregoing obligation to the extent that it uses the same degree of care to avoid the disclosure or use of the Proprietary Information as MPS employs with respect to its own proprietary information of like importance.
2. Limited Use. MPS may make a single copy of the File solely for archival or back-up purposes. Copying for any other purpose is strictly prohibited. Except as otherwise expressly provided in the PSC to the contrary, MPS hereby agrees that it shall not: (i) permit copying or reproduction of the File in any manner, including without limitation, whether in a sharing arrangement or transmission over the internet, via e-mail or any similar electronic transmission; (ii) modify, translate, adapt, create derivative works from, import to, extract or in any way merge the File into any other program for any other purpose; (iii) transfer, license, sublicense, assign, rent, sell, give or otherwise dispose of the File or any extracted information contained therein; (iv) use or permit others to use the File in conjunction with any other application or for any other purpose other than in furtherance of the services described in the Services Agreement; (v) permit the File to be used it or by any third party for the development of a product for distribution or (v) permit the File to be interfaced with respect to any database.
3. Limited Warranty. Contractor warrants to MPS that it has not experienced any bugs, failures or other viruses in the File. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FILE OR ANY PORTION THEREOF, AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT WITH THIRD PARTY RIGHTS. This limited warranty shall not be effective on account of any claim arising as a result of (i) combination of the File with any file, software, firmware or other application not approved by Contractor; (ii) modification of the File other than by Contractor; or (iii) use of the File other than in accordance with the specifications and instructions contained therein or in the Services Agreement. In the event of a valid warranty claim, as the sole remedy for MPS, Contractor shall use reasonable efforts within a reasonable time to repair or replace the File, or solely at its option, refund that portion of the purchase price payable with effect to access to the File. With respect to any migration of the data contained in the File with any other data or system as contemplated by the Services Agreement, MPS shall be responsible for final review and edit of the data to insure accuracy and completeness.



## SCHEDULE G

### STATEMENT OF WORK - Integration

This Schedule is attached to a Professional Services Contract dated July 1, 2018 (“the PSC”) and shall have the same definitions identified therein.

#### 1. Project Scope / Description

MPS contemplates using **Infor CloudSuite** applicant tracking system (“ATS”) and desires to have Contractor configure an integration (the “Integration”) such that MPS can initiate requests for Contractor’s services from within the ATS platform. It is understood that the Integration will support the following services offered by Contractor: Background Investigations.

#### 2. Project Management

The following individuals shall be the primary points of contact for the Integration project:

POC for Contractor: Danielle Zonis – 800.369.2612, Ext. 2041;

dzonis@truescreen.com

POC for MPS: Sharon Skinner, 414-475-8778,

skinnerf@milwaukee.k12.wi.us

#### 3. Integration Specifications

Prior to the start of the Integration project, MPS and Contractor will sign off on a final specification detailing the workflow, data requirements and technical requirements of the integration. The parties agree that after the start of the project, any changes to the specifications shall be handled in accordance with the change control process defined below.

#### 4. Responsibilities of the Parties

- 1) Contractor and MPS will work together to:
  - a) Define requirements and process flow, including field mapping and other data mapping;
  - b) Develop a mutually agreed upon Project Schedule; and
  - c) Define technical requirements, including transfer protocols, security and data definitions.
- 2) Contractor shall be responsible for:
  - a) Providing the necessary technical staff and expertise to perform the tasks necessary to support the project in a professional manner consistent with industry standards;
  - b) Creating a test environment to test the implementation functionality; and
  - c) Deploying the integration to a live, production environment.
- 3) MPS shall be responsible for:
  - a) Acting as a liaison with the ATS to help ensure their full cooperation and adherence to MPS’s business needs;

- b) Assigning appropriate staff to define the business processes and make business decisions in accordance with the Project Schedule;
- c) Assigning staff and/or resource to perform acceptance testing; and
- d) Providing final acceptance or sign-off once the Integration goes into production.

## 5. Key Assumptions

- MPS is able to receive secure external connections and make secure external connections from all applicable environments.
- MPS shall notify Contractor at least two (2) weeks in advance of any changes by either MPS or ATS to Internet Protocol (IP) Addresses, Secure Socket Layer (SSL) Certificates or environments related to this integration.
- All change requests will go through the Contractor's change control process for review, estimation and approval.
- MPS will adhere to the project schedule (the "Project Schedule") set by both parties to the best of their ability and provide notification if the schedule must change. Any change to the Project Schedule will require a re-assessment of resource allocation and a modified timeline.
- Contractor shall not be responsible for delays and/or changes to the project as a result of changes or delays by the ATS, or by MPS's failure to provide timely feedback in accordance with the Project Schedule.
- Certain desired functionality may not be supported by the ATS and MPS acknowledges that while Contractor may make recommendations to the ATS regarding the functionality, Contractor cannot change the ATS functionality.
- If the Integration includes use of Contractor's data-capture tools (i.e. Contractor collecting data directly from the applicant as part of the ordering process), the parties agree that such data capture will be limited to data that is needed by Contractor to perform its services.

## 6. Support

Upon completion of the Integration, Contractor shall provide support to MPS, including:

- a. Monitoring the performance of the Integration as it relates to MPS's systems;
- b. Researching and correcting any performance issues or technical bugs related to MPS's systems;
- c. Communicating with the ATS support staff to research any performance issues or bugs with the Integration that have been identified as stemming from the ATS; and
- d. Reasonable assistance to applicants who experience technical difficulties using any MPS tools used in the Integration.

## **7. Change control process**

In the event that MPS requests any modifications, additions, deletions or alterations to the specification, including any changes to the Integration once it has been deployed, whether initiated by the MPS or ATS, Contractor shall perform an assessment of the requested changes. If, in Contractor's sole discretion, Contractor agrees to perform the changes, the request will be documented in either a formal change order or new statement of work. Any and all changes to the Integration shall be made in writing and effective only upon execution by the parties. Changes shall be charged on a time and materials basis at an hourly rate of \$150.00 as specified in either the change order or new statement of work.

## **8. Fees**

Contractor fees for the Integration, as specifically defined in the Integration Specification, shall be waived.

## **9. Cancellation**

Either party may cancel or suspend this SOW at any time, with five (5) days written notice to the other party. In the event of cancellation of this SOW, Contractor shall be entitled to receive, as full compensation for all services performed hereunder, payment for all work performed prior to the date of termination, if applicable.

## **10. Non-Exclusivity and No Proprietary Rights**

MPS hereby grants to Contractor during the term of this Agreement a non-exclusive, royalty-free right and license to use, display, modify (to the extent necessary to provide the Service), and transmit the digitized version of the Application(s) (including any trademark, trade name, service mark, or logo of MPS contained thereon ("Marks")) for use with the Service during the term of this Agreement. At no time will Contractor own any proprietary rights to the actual MPS Application and Marks.

## **11. Additional Information**

Should the ATS not capture all of the information required by the Contractor to perform the Services, Contractor shall collect such additional information from applicants through its proprietary "ApplicationStation@" or DataSheet<sup>SM</sup> services. In the event that the additional information is required, MPS shall execute a respective "ApplicationStation@" or "DataSheet<sup>SM</sup> Amendment to the PSC, setting forth the respective service requirements.

## **12. Applicant Tracking System - Disclaimer**

Contractor does not have any ownership, control or affiliation with the ATS. The services hereunder are being provided to the MPS upon its request and Contractor cannot be responsible or liable for the performance of the ATS. Contractor shall not be liable for any breach by the ATS due to any data protection failures or non-compliance.

### **13. Warranties and Exclusive Remedies**

Contractor warrants that services will be provided in a professional manner consistent with industry standards. MPS must notify Contractor of any warranty deficiencies within 60 days from performance of the deficient services.

FOR ANY BREACH OF THE WARRANTY, MPS'S EXCLUSIVE REMEDY, AND CONTRACTOR'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF CONTRACTOR CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, MPS MAY END THE RELEVANT SERVICES AND RECOVER THE FEES CUSTOMER PAID TO CONTRACTOR FOR THE DEFICIENT SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **14. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. PROVIDER'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOW, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES MPS PAID CONTRACTOR UNDER THE PSC, AND IF SUCH DAMAGES RESULT FROM MPS'S USE OF SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES MPS PAID CONTRACTOR FOR THE DEFICIENT SERVICES GIVING RISE TO THE LIABILITY.

### **15. Conflicts Between Agreements**

In the event of any conflict between the terms of this SOW and the terms of the PSC, the terms of this SOW shall prevail.

