AMENDMENT TO SERVICES AGREEMENT
(Extension of Term)

This AMENDMENT to the SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2015 (the "Effective Date"), by and between **Truescreen, Inc.,** a Vertical Screen® company, a Delaware corporation with officer located at 251 Veterans Way, Warminster, PA 18974 ("Provider") and **Maricopa County Community College District** with offices located at 2411 West 14th Street, Tempe, AZ 85281 (the "End-User"), for extension of the term of the Services Agreement between the parties.

In consideration of the mutual covenants, promises and agreements contained herein, the parties intending to be legally bound hereby, agree as follows:

1. The Services Agreement is hereby amended in accordance with the following terms and conditions:
    a. Under this Amendment, the Services Agreement is extended through August 31, 2015 to permit the parties in good faith to discuss and negotiate End-User's security and privacy contract provisions. Unlike prior extensions, End-User is under certain mandates to ensure privacy and security, among other things, in its contracts with vendors particularly those that have access to personally identifiable information. Extending the Services Agreement for two months will permit the parties with time to discuss and negotiate those terms, and to prepare an additional amendment to the Services Agreement to make them a part of that contract. It is the parties' ultimate desire to extend the Term of this Services Agreement through an amendment agreed to and signed subsequent to this one for 1 year until June 30, 2016.

    b. Because of the Provider is instituting a new financial management system on July 1, 2015, it will not be able to issue a purchase order for the extension of this Services Agreement until July 1 or some time shortly after that date. End-User assures Provider that it will issue a purchase order to Provider.

    c. The Term may be further extended as mutually agreed upon by the parties.
2. In the event of any conflict between the terms of this Amendment and the terms of the Services Agreement, the terms of this Amendment shall prevail.

3. Except as provided herein, the Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, who are the duly authorized representatives of the parties, have executed this Amendment as of the date first above written.

TRUESCREEN, INC.

By: _____

Name: Anthony D'Orazio
Title: CEO

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT, on its own behalf and on behalf of any subsidiaries, affiliates, partners or representatives

By: Margaret E. McConnell 6-30-15

Name: MARGARET E. MCCONNELL

Title: ASSISTANT GENERAL COUNSEL

truescreen®

MEMBERSHIP APPLICATION AND STATEMENT OF INTENT

(Complete in its Entirety)

FULL NAME OF End-User (*provide organization name*): Maricopa County Community College District
***"DOING BUSINESS AS"* (if applicable):** Maricopa Community Colleges

ADDRESS OF End-User: 2411 W. 14th Street, Tempe, Arizona 85281

ADDRESS FOR ON-SITE INSPECTION: Same (contact Neil Newman, neil.newman@domail.maricopa.edu, 480-731-8469)

***PUBLISHED* TELEPHONE NUMBER:** 480-731-8000

REQUESTER TELEPHONE NUMBER: 480-731-8469

NATURE OF End-User's BUSINESS: Arizona public community college district

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): Employee hiring/promotion/reassignment/retention

CLASSIFICATION OF End-User'S BUSINESS (corporation, partnership, sole proprietorship, limited liability company): Governmental entity

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

_____

_____

End-User WEBSITE ADDRESS(ES)/URLS: www.maricopa.edu

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

Margaret E. McConnell 12-4-12
By (signature)

Margaret E. McConnell
Assistant General Counsel

SERVICES AGREEMENT

This SERVICES AGREEMENT (the "Agreement"), is made and entered into as of this ___ day of _____, 2012 (the "Effective Date"), by and between **Truescreen, Inc.**, a Vertical Screen® Company, Delaware corporation with offices located at 251 Veterans Way, Warminster, PA 18974 ("Provider") and **Maricopa County Community College District,** and all of its binding subsidiaries, affiliates, partners or representatives, with offices located at **2411 West 14th Street, Tempe, AZ 85281** (the "End-User").

In consideration of the mutual covenants, promises and agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. **Provider Services**

End-User is a***n Arizona public community college district*** and has a permissible purpose for obtaining Screening Reports (a written consumer or investigative consumer report generated by Provider 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 End-User, Provider shall perform research and compile a Screening Report for the End-User. Provider shall perform the research (as set forth on Schedule "A" attached hereto), to the extent requested by End-User in the request and shall be ordered only when intended for employment purposes (employment, promotion, reassignment, or retention as an employee, independent Provider or contract employee) and will not be used for any other purpose.

A. **Data Sheet Submission Service**

Provider shall provide End-User on-line access for submission of information to Provider for processing background screening reports on applicants and/or employee (each, a "Data Sheet"). Provider shall use commercially reasonable efforts to promptly provide access through Provider's Web-deployed Data Sheet submission service (the "Service").

(1) **The Service**

Subject to the terms and conditions of this Agreement and the payment of any applicable fees, Provider 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 Provider within a reasonable time after the Effective Date) Provider shall provide to End-User one or more identification(s) and password(s) with sufficient access rights to permit End-User to review and print Applicants' Data Sheets Provider shall provide End-User and the Applicants with support for the Service in accordance with its standard support policies for similarly-situated users of the Service.

(2) **Non-Exclusivity and No Proprietary Rights**

End-User hereby grants to Provider 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 Data Sheet (s) (including any trademark, trade name, service mark, or logo of End-User contained thereon ("Marks")) solely for use with the Service during the term of this Agreement At no time will Provider own any proprietary rights to the actual End-User Application and Marks.

(3) **Compliance with Provider Policies**

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

(4) **Proprietary Rights of Truescreen®**

Except for the limited right of End-User and the Applicants to access and use the Service and the Site, Provider does not grant any other right or 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 or licensed to Provider. End-User shall not assign, copy, rent, lease, reverse engineer or decompile, modify or create derivative works, display (except as necessary to exercise End-User's rights hereunder), sublicense or subcontract, or transfer the Service or the Site to any other entity or person. End-User 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)

(5) **Warranty**

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

(6) **Third Party Components**

End-User acknowledges and agrees that use of the Service requires third party equipment and software (collectively, the "Third Party Components") that must be provided by End-User or the Applicant, as the case may be. Provider shall have no responsibility or liability, expressed or implied, to End-User, Applicants, or any third party with respect to any and all Third Party Components which are subject of this agreement.

B. GENERAL TERMS AND CONDITIONS

a. Compliance with Laws

In conducting its research, and in the preparation and delivery of the Screening Report, Provider and its employees, representatives and agents shall comply with the requirements of all applicable provisions of Federal and State laws or regulations, pursuant to industry standards, and more specifically, the federal FCRA, the Gramm-Leach-Bliley Act, 15 U.S.C. §6801-6827, (as to the protection of nonpublic personal information, hereafter "GLB Act"); and the Drivers Privacy Protection Act, 18 U.S.C. §2721-2725, (hereafter "DPPA"), and including, without limitation, all amendments to the respective Laws, as now or as may become effective (collectively, the "Laws"). The Provider shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments thereto). Provider shall utilize the E-Verify program as applicable for its personnel performing services under this Agreement. Each party further agrees to be in compliance with regulatory and/or screening requirements imposed by federal or state regulations or statutes and ordinances.

b. **No Unauthorized Research**

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

c. **Requests for Limited Research**

If End-User requests from Provider that the research provided to it under this Agreement be limited in its content in any way, Provider 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

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

1) Provider shall use commercially reasonable efforts to deliver the Screening Report to the End-User as soon as commercially practicable from its receipt of the request. Delivery times of the Screening Report are subject to delays beyond Provider'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 the End-User.

2) Provider will not be liable to End-User, or to any third party, for any inaccuracy in information provided by Provider for any reason other than bad faith or gross negligence in the selection of its sources of information. In any event, End-User's recovery will be limited to its actual damages and in no event shall Provider 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 Provider was advised of the possibility of such damages. In no event will the total aggregate liability of Provider to End-User for any claims, losses or damages arising out of this Agreement exceed the total amount of fees and other consideration actually paid by End-User under this Agreement

2. **Fee; Expenses; Payment Terms; Suspension for Non-Payment**

a **Fees**

In consideration of the services to be rendered by Provider hereunder, End-User (on its own and on behalf of any subsidiaries, affiliates, partners or representatives) shall pay to Provider a fee as set forth on Schedule A (the "Fee"). The End-User may review a fully documented request for a price increase only after the contract has been in effect for one (1) full year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process.

b. **Expenses/Pass-Through Costs**

In addition to the Fee, End-User shall reimburse Provider for all documented actual reasonable expenses connected with (i) the verification and retrieval of any identified cases or records, (ii) court/regulatory system search fees, (iii) state motor vehicle records fees, (iv) costs associated with 900#'s or fee-based systems for verification of employment or education, (v) surcharges imposed for international research (collectively, the "Pass-Through Costs"). End-User shall pay all Pass-Through Costs within thirty (30) calendar days following receipt of the invoice by Provider to End-User.

c. **Payment Terms**

Payment of all invoices shall be made by End-User net thirty (30) days following the date of End-User's receipt of an undisputed invoice. End-User shall have ten (10) days to dispute the invoices, whereupon all settled disputed amounts shall be paid net ten (10) days following the date of the settlement of the dispute. All fees shall be deemed overdue if, unless disputed, they remain unpaid thirty (30) days after they become payable. All

overdue amounts shall bear interest at the rate of one and one half percent (1 5%) per month or the maximum legal rate, whichever is lower End-User shall reimburse Provider for all reasonable costs incurred (including without limitation reasonable attorneys' fees) in collecting past due amounts

d **Suspension for Non-Payment**

If End-User is 90 days past due in payment then Provider reserves the right to suspend services at its own discretion and/or require a prepaid account In the event of suspension for non-payment, all the terms of this Agreement and any related agreement survive during the suspension period.

3. **Term and Renewal; Termination; Cancellation; Effect of Termination**

a This Agreement will become effective on the Effective Date and will remain in effect until June 30, 2013 End-User may, at its discretion and with the concurrence of the successful proposer, exercise up to four (4) one-year option periods for a total contract period not to exceed five years.

b. End-User may terminate this Agreement for convenience by giving Provider fifteen (15) days written notice of termination A non-breaching party may terminate this Agreement for the failure of the other party to comply with this Agreement by giving that other party 10 days' written notice of the failure to comply End-User may terminate this Agreement immediately if the Provider files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors. End-User may terminate this Agreement under A.R S. Section 38-511 for a violation of that statute.

c Provider shall have the right, in its sole discretion, to cancel, not renew or terminate this Agreement with sixty (60) days notice to the End-User

d. Upon termination or expiration, neither party shall have any further rights or obligations hereunder except for (a) the parties' respective surviving obligations under this Agreement, and (b) End-User's obligation to pay Provider the Fees and Expenses due and payable as of the date of termination or expiration.

4 **End-User's Representations, Warranties and Covenants**

The End-User hereby represents warrants and covenants to Provider as follows:

a. **Compliance with the Laws**

End-User certifies that it is, and for the duration of this Agreement 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 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. End-User hereby certifies to Provider as specifically required by the FCRA and represents and warrants (as applicable):

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

(i) the Screening Report shall be use for permissible purposes only;

(ii) 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;

(iii) the consumer has authorized in writing the procurement of the report by the End-User; and

(iv) the Screening Report shall be used in compliance with all notice and disclosure requirements therein.

(2). End-User certifies that the information obtained in the Screening Report will not be used in violation of any federal or state equal opportunity law or regulation.

(3) End-User specifically certifies that before taking any "adverse action" (as that term is defined in the FCRA) against an Employee based on the Screening Report, End-User shall provide the Consumer with:

(i) a copy the Screening Report, and

(ii) a description in writing of the rights of the Consumer as prescribed by the Federal Trade Commission under 15 U.S.C. §1681(g)(c)(3), a copy of which is attached hereto (the "Summary of Consumer Rights"), and

(iii) End-User hereby acknowledges receipt of the Summary of Consumer Rights; and

(iv) End-User has a continuing obligation to deliver a copy of the Summary of Consumer Rights to each Consumer receiving a Screening Report

(4) End-User specifically certifies that to the extent the Screening Report is investigative (as defined in FCRA, 15 U.S.C. §1681(a) (e)) in nature, End-User will make clear and accurate disclosures to the Consumer in accordance with the FCRA, 15 U.S.C. §1681(g) (c).

(5) End-User warrants and represents that if research to be conducted for End-User includes certain drug and/or alcohol testing services, End-User and its employees, agents and subcontractors shall comply with the requirements of the Department of Transportation regulations contained in 49 C.F.R. Part 40, the Americans with Disabilities Act, 42 U.S.C. § 12111 et seq. (to the extent applicable), the FCRA (to the extent applicable), and any other applicable federal, state and/or local laws, statutes or regulations pertaining to drug and/or alcohol testing.

(6) End-user 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.

b. **Prohibition on Reselling and Use**

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

c. **Accuracy of research**

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

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

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

5. **Confidentiality**

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

b. Screening Reports and other information provided by Provider to End-User, shall not be shared, disseminated or republished in any manner by End-User 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 End-User only to End-User's designated and authorized employees having a need to know and only to the extent necessary to enable End-User to use the Screening Reports in accordance with this Agreement. Any other dissemination may be made only with Provider's prior written consent.

c. **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. The End-User 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

6 **Access to Provider's Services and Website**

a. End-User shall identify to Provider those individuals who will have access to Provider's services, pursuant to Paragraph 1 herein, and/or Website (hereinafter, "Authorized User"). For Website access, End-User will be assigned unique user names and passwords ("Access Codes") to permit access to Provider's Website End-User shall ensure that prior to instructing Provider to grant access to services and/or Access Codes to an Authorized User, End-User shall provide adequate training to any Authorized User regarding the requirements of this Agreement and any applicable laws.

b In the event that the End-User requests that Provider switch its security option in accessing the Provider's Website from the certificate-based model to a personal identification number ("PIN")/password model, Authorized Users, as identified by End-User, will be assigned unique Access Codes, including the PIN, to allow access to the End-User's Website.

c. End-User acknowledges and agrees that it is responsible for any activities performed by any individual whom it provides the Access Code, including anyone under End-User's control, any affiliate or third-party. End-User agrees to notify Provider in writing immediately if it wishes to deactivate or disable any Access Codes, or revoke the access to the services of any Authorized User. End-User shall indemnify Provider against any losses, damage or disruption (i e., "hacking") to Provider systems, Website, or business caused by any individual whom it provides the Access Code

7. **Written Releases/Recordkeeping**

End-User 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 Provider upon request.

8. **Mailings of Letters and/or Report Copies**

a. End-User acknowledges that certain state and federal laws require End-User to mail letters and/or copies of Screening Reports to subjects, and End-User has requested that Provider mail – on End-User's behalf – such letters and/or copies of screening reports to subjects as identified by End-User.

b Provider, when specifically requested by End-User in each instance, will mail letters and/or copies of

screening reports to subject's via US Postal Service 1st Class Mail and to the postal address provided to Provider by End-User.

c. End-User will request that Provider send letters and/or copies of screening reports only in full compliance with State law and/or the FCRA

d. Provider's sole responsibility will be to mail letters and/or copies of screening reports as requested by End-User.

9 **Independent Agreement; Nonexclusive**

Provider and End-User are independent contractors and will so represent themselves in all regards. Neither party may bind the other in any way Nothing in this Agreement will be construed to make either party the agent or legal representative of the other or to make the parties partners or joint ventures.

10. **Entire Agreement**

TheRequest For Proposal 3107-5 ("RFP") and this Agreement represents the entire agreement between the parties and supersedes all prior and/or contemporaneous agreements, express or implied, oral or written, relating to the subject matter contained herein, and may not be modified or amended except in writing signed by authorized representatives of both parties. In the event of a conflict between terms, the RFP shall take precedence, except that the following exceptions apply which shall take precedence over the RFP:

a) Audits. Provider shall make available all records pertaining to the contract for purposes of reasonable audit, with a minimum of ten (10) days notice, by End-User staff or other review agencies.

b) Risk. The Provider assumes all risk as to difficulties that are due to any unfavorable conditions within its direct control. Additionally, the Provider assumes all risk for difficulties in the nature of the project or the work that the Provider knew or should have known about at the submission of each individual project proposal resulting from this solicitation.

c) Extended Agreement. End-User has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. End-User is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful Proposer, these organizations, or any other campus within End-User, may access any subsequent agreement/contract resulting from a solicitation done by End-User, through individual agreements with Provider (or as added End-Users to this Agreement) at Provider's discretion.

11 **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona without regard to its conflicts of law principles.

12. **Binding Nature and Assignment**

This Agreement will be binding on the Parties and their respective subsidiaries, affiliates, partners or representatives and their successors and permitted assigns for the term of this Agreement and pursuant to the survival of rights provisions herein Except as provided herein, End-User does not have the power to assign this Agreement without the prior written consent of Provider. Should assignment be granted by Provider, the assigning party shall remain fully liable for and shall not be relieved from the full performance of all obligations under this Agreement Any attempted assignment that does not comply with the terms herein shall be null and void.

13. **Counterparts; Facsimile and Electronic Signatures**

This Agreement may be executed by exchange of signature pages by facsimile and/or or other "electronic signature" (as defined in the Electronic Signatures in Global and National Commerce Act of 2000) in a manner agreed upon by the parties hereto; and/or in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

14. **Notices**

All notices or other communications to be given hereunder shall be given in writing and delivered by (a) certified mail, return receipt requested, (b) personal delivery, (c) facsimile, or (d) express carrier addressed as follows:

If to Provider: **Truescreen, Inc.**
Attention: N. Alexander Erlam, Esq.
400 Lippincott Drive, Suite 100
Marlton, NJ 08053
Telephone: (888) 276-8518, Ext 2021
Facsimile: (856) 396-2503
Email: aerlam@truescreen.com

If to End-User: **Maricopa County Community College District**
Attention: Ms. Gloria Toscano
2411 West 14th Street
Tempe, AZ 85281
Telephone: (480) 731-8597
Facsimile: (480) 73-8190
Email: Gloria.toscano@domail..maricopa.edu

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Services Agreement by their duly authorized representatives to bind the parties by the terms hereof on the date first written above. The individual executing this Agreement on behalf of the End-User has direct knowledge of the facts certified to hereinabove

TRUESCREEN, INC.

BY: _____
Anthony D'Orazio
CEO

Maricopa County Community College District

BY: Margarete McConnell 12-4-12

Print Name: Margaret E. McConnell

Title: Assistant General Counsel

Schedule A

Truescreen's proposed packages and pricing are as follows:

Entry Level/Volunteer Suggested Package **$28.50**

Includes:

Social Security Number Validation
(Verifies valid SSN, place and issue data, death index search)

Analyzed Social Security Number Search
(Credit bureau data analyzed for names, SSNs and addresses)

County Criminal Records Search
(Searches conducted in all counties of residence in past 7 years; County fees charged separately)

National Criminal File Search
(National database search covering more than 375 million criminal, sex offender And violation records; includes verification of hits)

National Sexual Offender Database Search
(Database search covering sex offender records collected nationwide)

Professional Position Suggested Package **$35.50**

Social Security Number Validation
(Verifies valid SSN, place and issue data, death index search)

Analyzed Social Security Number Search
(Credit bureau data analyzed for names, SSNs and addresses)

County Criminal Records Search
(Searches conducted in all counties of residence in past 7 years; County fees charged separately)

National Criminal File Search
(National database search covering more than 375 million criminal, sex offender and violation records; includes verification of hits)

National Sexual Offender Database Search
(Database search covering sex offender records collected nationwide)

Education History Verification*
*(Price is per verification; *Also includes DegreeScan, a search of our proprietary Database of known diploma mills)*

Executive/Specialty Position Suggested Package **$50.00**

Social Security Number Validation
(Verifies valid SSN, place and issue data, death index search)

County Criminal Records Search
(Searches conducted in all counties of residence in past 7 years; County fees charged separately)

Federal Criminal Records Search
(Searches conducted in all districts of residence in past 7 years)

National Criminal File Search
(National database search covering more than 375 million criminal, sex offender and Violation records; includes verification of hits)

National Sexual Offender Database Search
(Database search covering sex offender records collected nationwide)

SanctionsBase+®
(Proprietary search covering terrorist watch lists; OFAC; disciplinary/administrative Actions from regulated industries, including healthcare and financial services)

Education History Verification*
*(Price is per verification; *Also includes DegreeScan, a search of our proprietary Database of known diploma mills)*

MVR Driving History
(MVR data summarized and formatted; price is per license; state fee charged separately)

Analyzed TransUnion Credit / Financial History
(Includes analyzed SSN info, financial data, tax liens, bankruptcies, copy of credit file)

MVR ONLY Package **$3.50**

A La Carte Services

Statewide Criminal Records Repository **$6.00**
(Search conducted in state of primary residence; not available in all states; State fee charged separately)

SanctionsBase+® **$3.00**
(Proprietary search covering terrorist watch lists; OFAC; disciplinary/administrative Actions from regulated industries, including healthcare and financial services)

Analyzed TransUnion Credit / Financial History **$5.50**
(Includes analyzed SSN info, financial data, tax liens, bankruptcies, copy of Credit file)

MVR Driving History **$3.50**
(MVR data summarized and formatted; price is per license; state fee charged Separately)

FCRA Pre- and/or Final Adverse Action Letter Mailings **$2.50 per letter**
(Copy of report mailed USPS with client pre- and/or final adverse action letter)

Professional License Verification **$7.00**
(Price is per license)

Social Security Number Validation **$0.00**
(Verifies valid SSN, place and issue data, death index search)

Analyzed Social Security Number Search **$2.00**
(Credit bureau data analyzed for names, SSNs and addresses)

County Criminal Records Search *(Searches conducted in all counties of residence in past 7 years; County fees charged separately)*	**$17.00**
Federal Criminal Records Search *(Searches conducted in all districts of residence in past 7 years)*	**$6.50**
National Criminal File Search *(National database search covering more than 375 million criminal, sex offender and Violation records; includes verification of hits)*	**$4.50**
National Sexual Offender Database Search *(Database search covering sex offender records collected nationwide)*	**$5.00**
Education History Verification* *(Price is per verification; *Also includes DegreeScan, a search of our proprietary Database of known diploma mills)*	**$7.00**
Basic Employment History Verification *(Covers 5 years or up to 3 employers; verification of title, dates, reason for leaving, Eligibility for rehire)*	**$16.00**

- **Pricing is based on an estimated annual volume of 600. If such annual volume levels are not met, pricing may be adjusted as agreed to by the parties.**
- **On-Site Inspection Fee: Waived**
- **NOTE: If this schedule "A" includes motor vehicle records (MVR's) or driving history, the terms and conditions of schedule "B" hereto shall be a part of, and binding to, the company.**

SCHEDULE B

MOTOR VEHICLE RECORDS (MVR) or DRIVING RECORDS

All capitalized terms, to the extent not defined herein, have the meaning set forth in the Services Agreement by and between Provider and the End-User (the "Agreement")

Intending to be legally bound, hereby, Provider and End-User agree that subject to the terms and conditions of the Agreement and all attached Schedules, End-User has requested that Provider provide, and Provider is hereby agreeing to provide, Motor Vehicle Records (MVR) or Driving Records to the End-User In consideration of these records and in addition to its covenants and performances required as set forth in the Agreement, End-User hereby covenants that, in accepting and using Motor Vehicle Records (MVR) or Driving Records, End-User and its employees, agents and subcontractors shall comply with the following:

(1) End-User certifies that it shall order, receive and use MVRs in compliance with all applicable federal and state statutes and regulations including, but not limited to, the FCRA and its state analogues, the Driver's Privacy Protection Act, 18 U S.C. § 2721 et seq , ("DPPA") and its state analogues, and statutes and regulations governing fair information practices.

(2) End-User certifies that, upon request of Provider, it shall execute any and all certification forms required by states from which End-User receives MVRs

(3) End-User shall be prohibited from selling, disseminating, or otherwise distributing any MVR, in whole or in part, to any third party. End-User shall order, receive, and use MVRs solely as an end-user.

Each of the attached state forms must be completed per the instructions below. Because you have the ability to request MVRs for these states, you must complete the forms even if you do not traditionally order MVRs for these states

INSTRUCTIONS FOR EACH STATE

CALIFORNIA:

✓ Pursuant to the California Department of Motor Vehicles (DMV) internal regulations, California MVR's may only be ordered within a package of searches (i e., criminal background, social security verification), unless End-User has a California DMV Requestor Code If End-User ***only*** orders MVR's in California, End-User must be registered with the California DMV and have an active Requester Code.

DELAWARE:

✓ Sign by the "X" and date the form in the fields provided

GEORGIA:

✓ Fill in Date Fields
✓ Fill in the type of business and telephone number
✓ AGENCY CODE NUMBER is not required
✓ Sign by the "X" and date the form in the fields provided.

MICHIGAN:

✓ Sign by the "X" and date the form in the fields provided
✓ Fill in name and title in the field provided

NEW HAMPSHIRE

✓ Fill in Section V (both columns) with information about the subject of the motor vehicle record.
✓ Section VI must be signed and completed by the subject of the motor vehicle record, and NOTARIZED.

OHIO:

- ✓ Fill in PART A with your name, address, city, state, zip code, company and Federal Tax ID Number and telephone number (you will not have a "BMV Account Number")
- ✓ Sign by the "X" and date PART A
- ✓ You do not need to complete PART B

PENNSYLVANIA:

- ✓ Fill in entire Affidavit of Intended Use
- ✓ In the Ownership Section, please include only the person who will be signing the Affidavit on behalf of the Company This individual must be a corporate officer
- ✓ In addition in the Ownership Section, Social Security number may be replaced by Date of Birth.
- ✓ Sign and date the Affidavit of Intended Use (please remember to also include your title)
- ✓ HAVE THE AFFIDAVIT OF INTENDED USE NOTARIZED (We will not be able to offer you PA MVR's until this form has been **completely** filled out and notarized)
- ✓ Mail the Affidavit to us for processing (fax copies are not acceptable).

WASHINGTON:

- ✓ Fill in your name and title
- ✓ Have each prospective or current employee sign the attached "Employee or Prospective Employee Request", and complete the Employer Attestation section.
- ✓ Please note that the Employee or Prospective Employee Request must be maintained by the employer for not less than two years from the date on the Request form.
- ✓ Sign by the "X" and date the form in the fields provided

Subscriber Certificate of Use

State of Delaware

Motor Vehicle Records (MVRs) and A.D.D.SM (Additional Driver Discovery) Reports

Maricopa County Community College District

Hereby certifies to Truescreen, Inc and the State of Delaware, Division of Motor Vehicles that any and all driver abstract information obtained from State of Delaware through Truescreen, Inc shall be used exclusively for the permitted purposes defined under laws of the State of Delaware and the federal Fair Credit Reporting Act ("the FCRA")

Maricopa County Community College District

Further certifies that such information shall be used solely by

Maricopa County Community College District

As an end-user and shall not be sold, assigned or otherwise transferred to any other individual, business or entity

Subscriber: **Maricopa County Community College District**

2411 West 14th Street
Tempe, AZ 85281

By: x Margaret McConnell

Date: 12-4-12

[For Employment Customers Only]

GEORGIA DEPARTMENT OF PUBLIC SAFETY BULK USER CERTIFICATE

Maricopa County Community College District certifies that for each driver record it requests, the information contained therein shall be used solely for use by an employer to obtain or verify information relating to the employee or prospective employee and that it has on file an application for employment with the signature of the employee or prospective employee authorizing **Maricopa County Community College District** to request and obtain driver record.

In filing this certificate, the company agrees to the following provisions:

In the event that an adverse decision is based upon any information supplied to the company by the Department of Public Safety, then upon request of the driver, this company or the producing agent will inform the named driver of all information pertinent to the decision. This provision is to be construed as requiring the company to include specific information included in the driver's operating record.

All information is requested only for this company's exclusive use. This company will not pass any information included in the motor vehicle report to any other person or company, except as provided in Rule 570-3-, 13.

Any violation of the provisions of this certificate, any other certificates required by the Department of Public Safety or provisions of the Fair Credit Reporting Act, or any other applicable state or federal law will be sufficient grounds for the Department to refuse to issue any additional information on any other driver that the company may request. This administrative action by the Department will not be deemed to supersede any other sanctions prescribed by law, including but not limited to, O.C.G.A. 40-5-2, providing for twelve (12) months in prison or a fine of $1,000.00 or both for violating rules and regulations concerning motor vehicle reports.

The Department of Public Safety shall have the right to check all records, files, reports and other materials which it may deem necessary to verify that the company filing this certificate has abided by all terms of the certificate and has not violated and rule of the Department of Public Safety, provisions of the Fair Credit Reporting Act or any other applicable state or federal law for the purpose of verifying information contained in this certificate.

The burden of showing compliance with the provisions of this certificate is at all times on the company filing this certificate. Upon reasonable notice by the Department, the company must be able to demonstrate such compliance.

Date at _____ this 4th day of December, 2012

Applicant: **Maricopa County Community College District**

Type of Business: Arizona public community college district

Address: **2411 West 14th Street**
Tempe, AZ 85281

Telephone Number: 480-731-8000

Agency Code Number _____

Signature and Title of Person Authorized to Sign Agreement: X Margarite McConnell **Assistant General Counsel**

Authority: Ga. L 1975, pp 1008, 1021 (O.C.G.A. 40-5-2); DPS Rule 570-3- 14 DIPS-1255 (6/92)

STATE OF MICHIGAN – MOTOR VEHICLE RECORDS (MVRs)

Insurance Underwriting/Insurance Claims/Employment
Subscriber Certification of Use

The company indicated below certifies to the Michigan Department of State that abstracts of driving records obtained from its MVR retrieval service provider shall be used exclusively for the purposes of rating and qualifying drivers for insurance, investigating insurance claims or purposes of determining an applicant's existing employee's eligibility for employment. When using an MVR for an employment-related decision, the company certifies that it has first obtained the written authorization of the subject.

Additionally, the designated company agrees that the information furnished under this agreement will not be used to engage in any illegal activity, or in any method, act, or practice, which is unfair or deceptive in the solicitation or advertisement of goods, services, or real estate to Michigan or other consumers. The designated company further agrees not to use the information furnished under this Agreement to compile other records for resale or to store, in any shape or form, any record or data received from the Michigan Department of State, any longer than is permitted by law. The company agrees to destroy or otherwise dispose of the data at the earliest time permitted by law.

End-User Name: **Maricopa County Community College District**

2411 West 14th Street
Tempe, AZ 85281

Signature: X Margaret E. McConnell

Printed Name & Title: **Margaret E. McConnell, Assistant General Counsel**

Date: 12-4-12

RELEASE OF MOTOR VEHICLE RECORDS

(Pursuant to RSA 260:14)

NH DEPARTMENT OF SAFETY
Division of Motor Vehicles
23 Hazen Drive, Concord, NH

Tele:		
	Driver Records	(603) 271-2322
	Registration	(603) 271-2251
	Repro	(603) 271-2128
	Title	(603) 271-3111
	Fax	(603) 271-1061 (all areas)

Form DSMV 505 (Rev 07/09)

I. Requested Information: Are you requesting:

A. ☐ Your Motor Vehicle Record?

B. ☐ Another person's Motor Vehicle Record?
The back of this form must be completed and notarized.

C. ☐ Another person's Motor Vehicle Record as an authorized agent of your employer or a company?
A certificate of Authority must accompany this request, or one must be on file with the Division of Motor Vehicles

II. Requestor Information:

Name of Requestor. _____

Employer/Company (If Applicable) _____

Address: _____ Tele #: _____

City: _____ State: _____ Zip: _____

III. Requested Records:

☐ Driver Record (Certified copy): $15.00

☒ Driver Record (Non-Certified copy): $15 00

☐ Driver Record (Insurance copy): $15 00

☐ Registration Listing (Current Information Only): $ 5.00

☐ Registration (Certified copy): $15.00

☐ Title Search: $20.00

☐ License Applications and Letters of Verification: $15 00

☐ Insurance Card (Accident use only): $ 1 00

☐ Accident Report (**Requestor will be notified of** $ 1.00 per page ($5 00 minimum)

☐ Other: _____ $_____

Make checks payable to "State of NH — DMV"

IV. Intended Use of Information:
IMPORTANT: To be completed only if you checked Box C above

☐ For use in connection with any civil, criminal, administrative or arbitral proceeding. Docket #_____ Court:_____ [RSA 260:14 V(a))(2)].

☐ By a bank or similar institution to verify the accuracy of personal information submitted by the individual to the bank [RSA 260:14 V (a)(3)].

☐ For providing notice to the owner(s) of a towed or impounded vehicle [RSA 260:14 V (a)(5)].

☐ For use by any private investigative agencyor security service licensed bythis state for any purpose permitted pursuant to RSA 260:14, V (a), other than for bulk distribution for surveys, marketing or solicitations pursuant to RSA 260:14, V (a)(8)
_____ [RSA 260:14 V (a)(6)]
Indicate specific reason here

☐ By an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license [RSA 260:14 V (a)(7)].

☐ By a public utility to perform its public service obligation provided the individual has given their express consent [RSA 260:14, V (a)(9)].

☐ For an insurance company or by its authorized agent [RSA 260:14 IV (a)(2)]

☐ Vehicle or boat information only

☐ For use by a life insurance company authorized to write life insurance policies in New Hampshire, or its authorized agent. **In checking off this box, I represent that the named person's written consent to the release of the record has been obtained and that the record will be used solely in connection with claims investigation, rating, and underwriting.** _____ **[(RSA 260:14, V(a)(10)]**
(Initial here)

V. Search For (provide all applicable information):

Name: _____

Date of Birth: _____

Registration/Plate #: _____

Driver License/I.D. #: _____

Vehicle Identification #: _____

Last Known Address: _____

_____

Date of Accident: _____

Location of Accident: _____
Route/Street City/Town

Other Identification Information: _____

******Reverse Side Must Be Completed Before Processing******

VI. Signed Authorization:

If you are requesting your record be released to another person, the authorization of the person listed in Section V "Search For" must be acknowledged by a Notary Public or a Justice of the Peace on the back of this form.

Notary Public / Justice of the Peace Acknowledgement:	Certification:
I authorize my record to be released to a third person: _____ Date: _____ (Signature) State of _____, County of: _____ss Date: _____ The above named _____ Personally appeared and made oath that the above declaration by him is true In witness whereof I hereunto set my hand and official seal: _____ _____ Notary Public/Justice of the Peace Commission Expiration	I have read RSA 260:14 and I understand the limitations placed on the use of information received by the Department of Safety This form is signed under penalty of unsworn falsification pursuant to RSA 641:3 and subject to the penalties specified in RSA 260:14, IX. _____ ***Signature of Requestor*** ***Date:*** _____

VIII. PENALTY CLAUSE:

RSA 260:14, IX states as follows:

(a) A person is guilty of a class B misdemeanor if such person knowingly discloses information from a department record to a person known by such person to be an unauthorized person; knowingly makes a false representation to obtain information from a department record; or knowingly uses such information for any use other than the use authorized by the department. In addition, any professional or business license issued by this state and held by such person may, upon conviction and at the discretion of the court, be revoked permanently or suspended. Each such unauthorized disclosure, unauthorized use or false representation shall be considered a separate offense.

(b) A person is guilty of a class B felony if, in the course of business, such person knowingly sells, rents, offers, or exposes for sale motor vehicle records to another person in violation of this section.

OFFICIAL USE ONLY

Date Received: _____ Date Sent: _____

Type of Identification: Valid Photo Driver License State-issued Photo ID Valid Military Identification
Valid Passport Birth Certificate ☐ Other (specify) _____

ID Number _____

_____ _____
Employee Verifying Applicant Identification (Print Name) Signature

DO NOT WRITE BELOW THIS LINE

[For Employers Only]

OHIO BUREAU OF MOTOR VEHICLES

RECORD REQUEST
(R C 149 43, 4501 15, 4501 27, AND 4507 53)

This agency is requesting disclosure of information that is NECESSARY to accomplish the statutory purposes as outlined under RC 4501 27. Disclosure of this information is REQUIRED. FAILURE to provide any information will result in this form not being processed

This request is being made by:

☐ An individual inquiring regarding himself or herself **(item #1 on back). If inquiring in person for information on yourself, you must provide personal information regarding yourself, or prove your identity by presenting your driver license or identification card (Complete** Part A).

☐ An individual inquiring regarding another person **(item #3 on back). If inquiring regarding another individual, you must attach a notarized BMV Form 5008 giving the written consent of the person. All mail requests without the BMV Form 5008 attached will be returned to the requester (Complete** Parts A **and** B).

☒ **Other (Complete** Part A, **and check applicable number, #2 or #4-16, in** Part C **on back).**

I am requesting the following personal information contained in the Bureau of Motor Vehicles records:

__ **Driver/ID Card abstract** __ **Title Record**

__ **Vehicle Registration abstract** __ **Certified Copy of Title Information**

__ **Driver License Search** __ **Driver License Applications**

PART A: Please provide information regarding yourself:			
YOUR NAME (REQUESTER) Margaret E. McConnell	DATE OF BIRTH N/A	**SIGNATURE** X Margarite McConnell	**DATE** 12-4-12
STREET ADDRESS 2411 W. 14th Street		COMPANY (IF APPLICABLE) Maricopa County Community College District	BMV ACCOUNT NUMBER N/A
CITY Tempe		STATE Arizona	ZIP CODE 85281
SOCIAL SECURITY NUMBER	FED TAX ID NO.86-0185552	DRIVE LICENSE NUMBER N/A	LICENSE PLATE NUMBER N/A
VEHICLE IDENTIFICATION NUMBER N/A	TITLE NUMBER N/A	TELEPHONE NUMBER 480-731-8000	FAX NUMBER

PART B: Request regarding other person(s):			
PERSON'S NAME		DATE OF BIRTH	
STREET ADDRESS			
CITY		STATE	ZIP CODE
SOCIAL SECURITY NUMBER	DRIVERS LISCENSE NUMBER		LICENSE PLATE NUMBER
VEHICLE IDENTIFICATION NUMBER		TITLE NUMBER	

Note: A Social Security Number or Federal Tax ID No. is required

BMV 1173 10/00

Part C:

I (requester) qualify as checked below, and I am requesting:

1 As an **individual**. (see Front at top).

2 X A record for use in the normal course of business by me as a **legitimate business** or an agent, employee, or Provider of a legitimate business, for one of the two following purposes: (a) to verify the accuracy of personal information submitted to the business, agent, employee, or Provider by an individual; (b) in case personal information submitted to the business, agent, employee, or Provider by an individual is incorrect or no longer correct, to obtain the correct information, for the sole purpose of preventing fraud, by pursuing legal remedies against, or recovering on a debt or security against, the individual.

My tax identification number is: _____ My vendor number is:_____
My Professional license number is _____ Licensed by (agency): _____

3 ___With **written** consent (see Front at top)

4 ___Records for **bulk distribution** for surveys, marketing, or solicitations, where the information will be used, rented, or sold solely for bulk distribution for survey, marketing, or solicitations.

5 ___A record for the use of a **government agency**, including, but not limited to, a court or enforcement agency, in carrying out its functions, or for the use of a private person or entity acting on behalf of an agency of this state, another state, the United States, or a political subdivision of this state or another state in carrying out its functions; (a law enforcement agency does not need to fill out this form);

6 ___A record for use in connection with matters regarding **motor vehicle or driver safety and theft**; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles parts, and dealers; motor vehicle market research activities, including, but not limited to, survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers;

7 ___A record for use in connection with a civil, criminal, administrative, or arbitral **proceeding in a court or agency** of this state, another state, the United States, or political subdivision of this state or another state or before a self-regulatory body, including, but not limited to, use in connection with the service process,

8 ___A record pursuant to an **order of a court** of this state, another state, the United States, or political subdivision of this state or another state; (a subpoena or other court order may be used instead of this form);

9 ___Records for use in **research** activities or in producing statistical reports, where the personal information will not be published redisclosed, or used to contact an individual.

10 ___Records for use by an **insurer**, insurance support organization, or self-insured entity, or by an agent, employee, or Provider of that type of entity, in connection with a claims investigation activity, anti-fraud activity, rating or underwriting;

11 ___A record for use in providing notice to the owner of a **towed**, impounded, immobilized, or forfeited vehicle;

12 ___A record for use by a licensed **private investigative agency** or licensed security service for any purpose permitted under numbers 1 through 15 of this form; my license number is:_____;

13 __A record or use by an **employer** or by the agent or insurer of an employer to obtain or verify information relating to the holder of a **commercial driver license** or permit that is required under "Commercial Motor Vehicle Safety Act of 1986," 100 Stat. 3207-170, 49 U S C. 2701, et seq , as now or hereafter amended;

14 ___A record for use in connection with the operation of a **private toll transportation facility**;

15 ___A record for any other use specifically authorized by law that is related to the operation of a motor vehicle or to public safety;

16 ___A record in order to carry out the purposes of either the "Automobile Information Disclosure Act," 72 Stat. 325,15 U S.C. 1231-1233, the "Motor Vehicle Information and Cost Saving Act," 86 Stat. 947, 15 U S C. 1901, et seq., the **"National Traffic and Motor Vehicle Safety Act of 1966,"** 80 Stat 718, 15 U S C. 1381, et seq , the "Anti-

Car Theft Act of 1992," 106 Stat 3384, 15 U S C 2021, et seq., or the "Clean Air Act," 69 Stat 322, 42, U S C 7401, et seq., all as now or hereafter amended, for use in connection with one or more of the following matters: (a) motor vehicle or driver safety and theft; (b) motor vehicle emissions; (c) motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles and dealers by motor vehicle manufacturers; (e) removal of non-owner records from the original owner records of motor vehicle manufacturers

I understand that if I receive personal information under number 2, 3, or 5-16 of this form, I may **resell or redisclose** the personal information only for uses permitted under numbers 2, 3, or 5-16 I understand that if I receive personal information under 2-16 of this form, and I **resell or redisclose** any personal information, I must keep for a period of five years a record that identifies each person or entity that receives any of the personal information and the permitted purpose for which the information is to be used, and I must take all such records available to the Registrar of Motor Vehicles upon request.

I HAVE VERIFIED ALL STATEMENTS ON THIS FORM BY

SIGNING THIS FORM ON THE FRONT

Maricopa County Community College District

SUBSCRIBER CERTIFICATION OF USE
TO WASHINGTON STATE DEPARTMENT OF LICENSING (DEPARTMENT)

I hereby certify:

(A) That the company designated below as SUBSCRIBER is an employer or prospective employer or an agent of an employer or prospective employer.

(B) That **AMERICAN DRIVING RECORDS** is acting on behalf as agent of **Truescreen, Inc.** for SUBSCRIBER.

(C) That abstracts of driver records shall be used exclusively to determine whether an employee or prospective employee should be employed to operate a school bus, commercial vehicle or for employment purposes related to driving by an individual as a condition of that individual's employment upon the public highways or otherwise at the direction of the employer or organization, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party. A commercial vehicle is defined as any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire as defined in RCW 46.04.140, and commercial vehicles as defined in Chapter 46.25 RCW.

(D) That the information contained in the abstracts of driver records obtained from the DEPARTMENT shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130, attached in part for easy reference.

The SUBSCRIBER listed below agrees to, and shall, indemnify and hold harmless the State of Washington, Department of Licensing (DEPARTMENT), the Director of the DEPARTMENT and all DEPARTMENT employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all costs and attorney's fees, arising from any incorrect or improper disclosure of individual names or addresses under this "Certification of Use," any defects in any of SUBSCRIBER's procedures followed or omitted or arising from the failure of SUBSCRIBER or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this Agreement, or arising in any manner from any negligent act or omission by SUBSCRIBER or its officers, employees, customers, contractors or agents.

I affirm that I am a representative authorized to bind the SUBSCRIBER below named.

Subscriber: **Maricopa County Community College District**

2411 West 14th Street
Tempe, AZ 85281

Name (Print) Title: Margaret E. McConnell, Assistant General Counsel

Margaret E. McConnell
Signature

Date: 12-4-12

Account Number

Employee or Prospective Employee Request

That I, _____, am an employee or prospective employee of the company named below and that I request a copy of my official Driving Record in the State of Washington be released to my employer or prospective employer or their agent.

Authorization of employee or prospective employee for release of abstract of driving record

Signature Date WA License # or print full name and date of birth

EMPLOYER ATTESTATION

1. That the company named below is an employer or prospective employer of the above named individual and that I am a representative authorized to bind said company.
2. That **AMERICAN DRIVING RECORDS** is acting as agent on behalf of **Truescreen, Inc.**, who is acting as agent on our behalf to obtain the abstract of driver records of the above named individual.
3. That abstracts of driver record shall be used exclusively to determine whether the above named individual should be employed to operate a school bus or commercial vehicle upon the public highways, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party. A commercial vehicle is defined as any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire and commercial vehicles as defined in Chapter 46.25.
4. That the information contained in the abstracts of driver records obtained from the Washington State Department of Licensing shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130, attached in part for easy reference.

Maricopa County Community College District

Company Name

2411 West 14th Street
Tempe, AZ 85281

Address

Margaret E. McConnell Assistant General Counsel

Name (print) Title

Margaret E. McConnell 12-4-12

Signature Date

This record must be maintained by the employer or prospective employer for a period of not less than two (2) years from the last date above. Failure to obtain all signatures or misuse of records obtained from the State of Washington may result in prosecution under RCW 46.52.130.

DL-9105 (11-07)

EMPLOYMENT AFFIDAVIT OF INTENDED USE
INFORMATION SALES UNIT

PLEASE TYPE OR PRINT IN BLUE OR BLACK INK ALL INFORMATION

PA Department of Transportation • Bureau of Driver Licensing
P O Box 68272 • Harrisburg, PA 17106-8272

(See Reverse Side for Instructions)

Business Type (check one): ☐ Individual ☐ Partnership ☐ Corporation ☐ NonProfit
X Governmental Entity

Legal Business Name: Maricopa County Community College District

D/B/A Name (if applicable): Maricopa Community Colleges

Person Responsible: Name: Margaret E McConnell, Assistant General Counsel

Street Address: 2411 W 14th Street

City: Tempe State: Arizona Zip: 85281

Business Telephone: 480-731-8888 Fax No : 480-731-8890

E-mail: Margaret.mcconnell@domail.maricopa.edu Web Site Address: www maricopa edu

Federal Employer ID No : 86-0185552 If Corporation, Date & State of Incorporation: _____

Year Business Established: 1962 Dun & Bradstreet #: N/A U S DOT #: N/A (if applicable)

Location of Records: For departmental on-site inspection, audit and review purposes ☒ Check here, If address is same as above

Street Address: _____ City: _____ State: _____ Zip: _____

Type of Business: Arizona public community college district

Ownership: List below individual each partner, or each corporate officer participating in the direction, control or management of the business Attach list if needed.

Name (Last, First, MI)	Title	Date of Birth (MM/DD/YYYY)	STATE Driver Lic. Issued	Day-Time Phone Number
As a public entity with taxing authority, we are governed by a 5-person board of individuals elected to that board by the voters of Maricopa County (Phoenix), Arizona. Their names and terms are available at: http://www.maricopa.edu/gvbd/				480-731-8893
Staff contact: Neil Newman	Sr. Mgr., HR		Arizona	480-731-8469

Please initial each statement below and sign at the bottom of the form.

MEM 1. I swear and affirm that any requested information will be used for **employment** purposes only.
MEM 2. I swear and affirm that I have on file a signed release for the subject of each driver record requested.
MEM 3. I swear and affirm that I understand the driver record is confidential and restricted information and I will establish procedures to protect the confidentiality of these records.
MEM 4. I swear and affirm that I will not request driver information from the Department for personal reasons. (Examples of inappropriate access or misuse of Department information include, but are not limited to: making personal inquiries on my own record or those of my relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.)
MEM 5. I swear and affirm that the information obtained from the Department shall not be sold, assigned or otherwise transferred to any other party.
MEM 6. I swear and affirm that I understand that the Department retains exclusive ownership of all driver record information provided and no record shall be combined and/or linked in with any other data on any database for any reason
MEM 7. I swear and affirm that the information obtained from the Department will not be used for direct mail advertising or any other type or types of mail or mailings
MEM 8. I swear and affirm that I will not disseminate or publish on the Internet the personal information obtained from the Department or allow any other person to disseminate or publish the personal information on the Internet without the express written permission of the Department.
MEM 9. I swear and affirm that the statements made herein are true and correct, and that any statement made on or pursuant to this form is subject to the penalties of 18 PA C.S. Section 4903(a)(2) (relating to false swearing), which shall include punishment of a fine not exceeding $5,000, or a term of imprisonment of not more than two years, or both

Subscribed and Sworn to Before Me: Mo. Day Year 2012

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
DIANA DAVIDSON
My Commission Expires 07/06/14

Signature: Margarete. McConnell Date: 12-4-12

Assistant General Counsel
Title

S E A L	Signature of Person Administering Oath **Sign in Presence of Notary**	

INSTRUCTIONS FOR COMPLETING THE AFFIDAVIT OF INTENDED USE

1. The affidavit must be completed and signed by a member of your organization who has the authority to certify the organization's compliance.

2. Please complete each line on the form in its entirety to avoid delays in processing your affidavit. If requested information does not apply to your business insert "**n/a**" (not-applicable) on that line.

3. The person responsible for completing the affidavit **must initial each of the nine (9) declaration statements, then sign and date the form in the presence of a Notary. The notary date and signature date must match.**

4. This affidavit must be filed with your information provider and approved by PennDOT. **DO NOT SUBMIT THE AFFIDAVIT TO PENNDOT (your provider will do so on your behalf).**

5. You are required to complete, notarize and file a new Affidavit of Intended Use whenever information about your company changes. (name, address, ownership, telephone, website, etc.)

Para informacion en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

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 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 identify 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 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 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.

- **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

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	a Consumer Finance Protection Bureau 1700 G Street NW Washington, DC 20552
b Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the CFPB:	b Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 (877) 382-4357
2 To the extent not included in item 1 above:	
a National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a Office of the Comptroller of the Currency Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
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	b Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d Federal Credit Unions	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

TYPE OF BUSINESS:	CONTACT
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	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., 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St. 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 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

d)

[This Notice is the product of the FTC/Consumer Financial Protection Bureau and cannot be modified]

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, 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. 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 EPORTS A.

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. <u>Users Have Obligations When Fraud and Active Duty Military Alerts are in Files</u>

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. <u>Users Have Obligations When Notified of an Address Discrepancy</u>

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.

F. <u>Users Have Obligations When Disposing of Records</u>

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 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 EMPLOYMEE 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 regulations issued by the banking and credit union regulators) – 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 614(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA 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 Consumer Financial Protection Bureau 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. <u>Disclosure and Certification Requirements</u>

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 website, 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. 1681c-A
Section 605B	15 U.S.C. 1681c-B
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