



## MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is between **ACCUSOURCE, INC.** a California corporation, ("AccuSource"), and City of Newport [insert full legal entity name], a Municipality in Oregon [insert entity type and state of registration/incorporation], on behalf of itself and its officers and employees ("Client"), and is effective ("Effective Date"): (i) on the date of last signature below; or (ii) if this Agreement is electronically executed by Client, upon AccuSource's activation of Client's account.

1. **ACCUSOURCE SERVICES.** AccuSource is a global provider of background screening services. In the United States, AccuSource is defined as a "consumer reporting agency" pursuant to the applicable jurisdiction of the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and applicable state law, and any FCRA-regulated screening reports that AccuSource furnishes pursuant to this Agreement are defined by the FCRA and applicable state law as "consumer reports" and/or "investigative consumer reports." All reports provided by AccuSource pursuant to this Agreement are collectively defined as "Screening Reports", and all references to "Screening Report(s)" herein shall refer to an entire Screening Report(s) as well as any specific information contained within a Screening Report(s). Subject to the terms and conditions of this Agreement, and upon Client's request, AccuSource will furnish Screening Reports and the related services described in this Agreement in connection with Client's screening (check all that apply):

☒ of employees or candidates for employment (including, without limitation, independent contractors, temporary workers/employees, vendors, and volunteers), and/or other individuals for legally permissible employment-related purposes;

☐ in accordance with written instruction of the consumer to whom the Screening Report relates [insert the written instruction type] (including, without limitation, students, vendors and tenants (each, an "Applicant").

## 2 CLIENT OBLIGATIONS

- (a) **Compliance with Applicable Laws.** Client shall comply with all local, state, federal, and international laws and regulations, including, without limitation, and as applicable the FCRA (collectively, "Laws"), applicable to Client in connection with its procurement and use of Screening Reports and other services provided pursuant to this Agreement. Client acknowledges it has received, reviewed and will comply with its obligations in the *Notice to Users of Consumer Reports: Obligations Of Users Under the FCRA* currently available at <https://accusource-online.com/resources/compliance-resources>.
- (b) **Employment Screening.** If utilizing AccuSource's FCRA-regulated services for employment purposes, Client is considered a "user" of Screening Reports under the FCRA and applicable state law, and accordingly Client shall comply with its compliance certifications and obligations set forth in Attachment C.
- (c) **Tenant Screening.** If a consumer's tenant application is denied, or other adverse action is taken based in whole or in part on the Screening Reports provided by AccuSource, Client will provide to the consumer: a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act", the right to obtain a copy of his/her consumer report and provide the tenant or resident applicant a reasonable opportunity of time to correct any erroneous information contained in the report. Client certifies that any adverse action notice will comply with the FCRA including but not limited to satisfying all requirements under the FCRA if credit history is a disqualifying factor. If using a credit score, Client certifies that it will comply with the Dodd-Frank Act and all applicable regulations relating to using a credit score.
- (d) Client acknowledges that if it obtains services from AccuSource under this Agreement that fall outside the scope of the FCRA and similar United States laws ("Non-US Services"), then Client may have additional or different legal obligations than those described in this section, and Client shall comply with all such Laws and obligations. Client shall promptly notify AccuSource if Client believes it has failed to fulfill any obligation in this Agreement, including, without limitation, those obligations related to confidentiality, consumer privacy, data protection, and compliance with Laws.







- (e) Account Credentialing, Access and Maintenance. Prior to obtaining services from AccuSource, Client must satisfy AccuSource's client credentialing requirements, which may include a physical on-site inspection. Client shall cooperate with AccuSource's client credentialing process and pay the associated fee, if any, set forth in this Agreement. After a thirty (30) day commitment free trial period, Client shall pay an account setup fee. Client shall designate to AccuSource the name of a "Super User(s)" who shall be: (i) Client's main contact(s) for the services obtained under this Agreement, and (ii) responsible for the strict administration and control of Client's accounts users. The Super User(s) shall identify and authorize all Client account users and their respective access privileges, and promptly notify AccuSource of any changes to Client's company name, physical address, account users and if any account login codes or passwords become invalid, inactive or compromised in any manner. In accordance with Section 4, a Super User may be an Outsourced Provider.
- (f) Data Privacy and Security. Client shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect against unauthorized access to and/or misuse of the AccuSource system and Screening Reports. At a minimum, Client shall comply with the Client Compliance Certification with Information Access & Security Requirements set forth in Attachment A. AccuSource may, in its reasonable discretion and without penalty, suspend and, upon written notice, cancel Client's account if AccuSource reasonably suspects or identifies any misuse of or unauthorized access to its system and/or Screening Reports through Client's account.
- (g) Audits and Record Retention. AccuSource, on behalf of itself and/or its Suppliers (e.g. State Departments of Motor Vehicles, National Credit Bureaus, etc.) may conduct reasonable periodic audits of Client's compliance with this Agreement. Unless otherwise prohibited by applicable Laws, Client shall, for a minimum period of two (2) years, maintain copies of all Applicant screening disclosure/consent forms and, as applicable, all pre-adverse and adverse action notices (as further described in Attachment C). Client shall, upon reasonable advance notice, during its normal business hours, make available to AccuSource and/or its Suppliers such documentation reasonably requested to demonstrate Client's compliance with its obligations in this Agreement. If Client becomes aware of an audit initiated by a third-party involving AccuSource's Screening Reports or other services provided pursuant to this Agreement, Client shall provide AccuSource prompt written notice of the audit. Client shall not provide access to its AccuSource account or Screening Reports to any auditing party unless required to do so by applicable Laws and AccuSource expressly consents to such access request.
- (h) Prohibition on Resale or Reuse of Reports. Client shall not, directly or indirectly, sell, transfer, disclose the contents of or distribute Screening Reports, in whole or in part, to any third-party (other than to the applicable Applicant or in conjunction with a Required Disclosure, as defined below in Section 10(c)). Client shall use Screening Reports solely as an end-user, for a single, one-time use.
- (i) Adjudication Details and Responsibility. This Section 2(f) is only applicable if Client utilizes AccuSource's Concierge Adjudication Services, as described below and subject to applicable product/service specifications. If Client elects to obtain such services, Client shall provide AccuSource with the criteria, guidelines and instructions established by Client for determining whether the information in an Applicant's Screening Report satisfies Client's eligibility criteria ("Adjudication Guidelines"). AccuSource will apply Client's Adjudication Guidelines to the Screening Report information reported by AccuSource and then provide to Client a status that reflects the outcome of such application ("Concierge Adjudication Services"); provided, however, that AccuSource will not apply any "does not meet" or equivalent final adverse status, which ultimately must be determined and applied by Client. If AccuSource performs Concierge Adjudication Services on behalf of Client, AccuSource's sole responsibility will be to perform such services accurately in accordance with Client's then-current Adjudication Guidelines provided to AccuSource. Client represents and warrants to AccuSource that the Adjudication Guidelines comply with all applicable Laws and acknowledges that Client is solely responsible for the creation and content of the Adjudication Guidelines and for ensuring such compliance on an ongoing basis. Client may update its Adjudication Guidelines from time to time by providing advance written notice to AccuSource, and such updated Adjudication Guidelines will be effective upon AccuSource's written confirmation to Client.
- (j) Compliance Responsibility; No Legal Advice. Client acknowledges that AccuSource will not render any opinions regarding Screening Report content, and Client shall base its screening processes, criteria, Adjudication Guidelines (if applicable) and decisions on its own policies, procedures and review of applicable Laws. Any consultation, training and/or sample forms (e.g.,



disclosure and authorization forms, and pre-adverse and adverse action notices) provided by AccuSource are provided for informational purposes only, and not for the purpose of providing legal advice and/or Client's reliance. CLIENT ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR, AND FOR CONSULTING ON AN ONGOING BASIS WITH ITS OWN LEGAL COUNSEL FAMILIAR WITH CLIENT'S LEGAL/REGULATORY OBLIGATIONS RELATED TO THE COMPLIANT PROCUREMENT AND USE OF SCREENING REPORTS AND OTHER SERVICES OBTAINED PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION (AND COLLECTIVELY DEFINED AS "CLIENT COMPLIANCE OBLIGATIONS"): FULFILLING ITS COMPLIANCE OBLIGATIONS IN THIS AGREEMENT; ENSURING THAT ITS DISCLOSURE AND AUTHORIZATION FORMS AND PROCESSES, ADJUDICATION GUIDELINES AND PROCESSES, PROFESSIONAL REFERENCE QUESTIONS AS PREPARED OR REQUESTED BY CLIENT, PRE-ADVERSE ACTION AND ADVERSE ACTION NOTICE FORMS AND PROCESSES, AND ALL OTHER PAPERWORK AND FORMS UTILIZED BY OR ON BEHALF OF CLIENT IN ITS HIRING AND APPLICANT SCREENING PRACTICES ARE APPROPRIATE FOR ITS USE AND IN COMPLIANCE WITH ALL APPLICABLE LAWS. CLIENT SHALL NOT ASSERT ANY CLAIM AGAINST ACCUSOURCE FOR, AND WAIVES LIABILITY AGAINST ACCUSOURCE FOR, ANY CLAIMS REGARDING OR ARISING OUT OF THE CLIENT COMPLIANCE OBLIGATIONS.

- ¶ **Applicant Information and Identity Verification.** Client acknowledges that, in preparing Screening Reports, AccuSource relies on the Applicant identifying information (such as, without limitation, name, date of birth, social security number or applicable national ID, and address) provided to AccuSource by the Applicant and/or Client, as applicable. Client acknowledges that: (i) Client is responsible for confirming that the Applicant is who they claim to be; and (ii) Client is advised to review the completed Screening Report in comparison to the Applicant's job application and I-9 information, if applicable, to ensure that the Applicant identifying information provided to and used by AccuSource to prepare the Screening Report, as well as any additional identifying information obtained by AccuSource while preparing the Screening Report, matches the identifying information provided by the Applicant to Client. Client understands that: (i) erroneous or falsified Applicant identifying information may cause the Screening Report to be incomplete and/or inaccurate; and (ii) AccuSource is not responsible for determining whether the identifying information submitted about the Applicant is erroneous or falsified.
- ¶ Client acknowledges and agrees that, after the thirty (30) day no commitment trial period, AccuSource shall be Client's exclusive background screening services provider and agrees not to use any same or similar services during the initial term and any renewal terms of this Agreement.

### **3. ACCUSOURCE OBLIGATIONS.**

- (a) **Compliance with FCRA and Other Applicable Laws.** AccuSource shall comply with all Laws applicable to AccuSource in its preparation and transmission of Screening Reports and other services provided pursuant to this Agreement.
- (b) **Service Performance; Service Revisions.** Upon Client's request, AccuSource shall, in accordance with the terms of this Agreement, perform the services identified in the Scope of Services and Fee Schedule attached hereto as Attachment B, as may be amended by the parties from time to time ("Fee Schedule"). Client acknowledges that: (i) AccuSource may fulfill its services under this Agreement through its affiliates, subsidiaries and subcontractors, provided, AccuSource shall remain solely responsible for its obligations under this Agreement, and (ii) AccuSource relies on the information furnished by Client, Client's Applicants, and third-party information suppliers ("Suppliers") when preparing Screening Reports. Client acknowledges that AccuSource may, from time to time, modify, enhance and/or discontinue specific services. AccuSource will use commercially reasonable efforts to provide notice to Client if a service will be discontinued or materially changed.
- (c) **Training and Account Implementation.** The fees set forth in the Fee Schedule include AccuSource's standard account implementation services and AccuSource's standard user-training as detailed in Attachment B, the Scope of Services and Fee Schedule. Client acknowledges that reasonable additional service support fees may apply if Client cancels scheduled training sessions without providing reasonable advance notice to AccuSource or AccuSource otherwise provides non-standard training to Client.
- (d) **Data Privacy and Security.** AccuSource shall maintain commercially reasonable and



appropriate technical, physical, administrative and other organizational precautions and security measures to protect Applicant data against AccuSource's accidental or unlawful destruction and unauthorized disclosure or access. AccuSource is not responsible for disclosure or compromise of such data due to Client's acts or omissions, or otherwise resulting from use of Client's Account User identification number(s) and password(s), due to no fault of AccuSource.

- (e) Record Retention. Subject to Section 13(c), AccuSource shall maintain Screening Report information for three (3) years from the Screening Report completion date, unless otherwise required or prohibited by applicable Laws. AccuSource may revise the record retention period in this Agreement and such changes will become effective without requiring formal amendment to this Agreement.
  - (f) Service Standards; Disclaimer of Warranty. ACCUSOURCE'S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ACCUSOURCE WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH SCREENING REPORT, AND ACCUSOURCE WILL RE-VERIFY ANY DISPUTED SCREENING REPORT INFORMATION IN ACCORDANCE WITH APPLICABLE LAWS (COLLECTIVELY, "ACCUSOURCE COMPLIANCE OBLIGATIONS"). CLIENT ACKNOWLEDGES THAT ACCUSOURCE IS NEITHER AN INSURER NOR GUARANTOR OF THE ACCURACY, RELIABILITY, VALIDITY, DEPTH OR COMPLETENESS OF THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS SUBJECT TO HUMAN ERROR AND IS OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD-PARTY SOURCES THAT ARE NOT UNDER THE CONTROL OF ACCUSOURCE AND MAY NOT ALWAYS BE ACCURATE, CONSISTENT, VALID OR COMPLETE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ACCUSOURCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NONINTERRUPTION OF SYSTEM USE.
  - (g) Matching and Reporting Guidelines. Client acknowledges that in performing its services under this Agreement AccuSource follows certain internally developed and defined record matching and reporting guidelines designed for AccuSource to meet its accuracy and compliance obligations (collectively, "Reporting Guidelines"). The Reporting Guidelines are subject to change from time to time in AccuSource's sole discretion (subject to AccuSource's compliance with applicable Laws). AccuSource makes a summary of such Reporting Guidelines available to Client upon written request. The Reporting Guidelines constitute AccuSource's Confidential Information and are made available to Client only for its use in understanding AccuSource's Reporting Guidelines. Any further distribution of the Reporting Guidelines by Client is strictly prohibited.
  - (h) Professional Reference Services. If Client engages AccuSource to perform professional reference checks, AccuSource's sole responsibility in fulfilling such services will be to: (i) accurately convey to the party providing the reference ("Reference Provider") the reference questions provided or selected by Client; and (ii) accurately convey the Reference Provider's responses to Client's reference questions, subject to adjustments AccuSource determines in good faith are necessary or advisable to ensure AccuSource's compliance with applicable Laws in conveying such responses. Client shall indemnify, defend and hold AccuSource harmless from and against any Claims (as defined below in Section 12) arising out of: (i) the content of reference questions that have been customized at Client's request; or (ii) the content of a Reference Provider's responses accurately reported by AccuSource as received from the Reference Provider.
4. OUTSOURCED PROVIDER. This Section 4 is only applicable if Client uses Outsourced Provider services, as outlined below. If Client uses an outsourced human resources provider ("Outsourced Provider") which, for purposes of this Agreement, shall be acting as an authorized agent of Client in connection with Client's permissible procurement and use of AccuSource's Screening Reports and other services, Client shall first identify to AccuSource in writing the identity of the Outsourced Provider and shall require, by written agreement, its Outsourced

Provider to comply with all terms of this Agreement applicable to Client (including, without limitation, compliance with all Laws with respect to the procurement and use of Screening Reports; protection of the confidentiality of AccuSource's Confidential Information; and prohibition against re-using, transferring (other than to Client or its Applicant) and/or reselling Screening Reports). As between Client and AccuSource, Client agrees that it shall be fully responsible for the actions or inactions of its Outsourced Provider and that any violation by its Outsourced Provider of applicable Laws or the terms of this Agreement shall be considered a violation of this Agreement by Client. Client authorizes AccuSource to deal directly with the Outsourced Provider as Client's authorized agent, and as between Client and AccuSource, Client shall be responsible for ensuring that all necessary consents of Applicants have been obtained to permit AccuSource to disclose the Applicants' Screening Reports to the Outsourced Provider. The Outsourced Provider shall perform its services onsite at Client's place of business. If the Outsourced Provider wishes to perform its services for Client and/or access or retain Screening Reports at the Outsourced Provider's own business premises, Client shall notify AccuSource in advance, and AccuSource shall have the right, at Client's cost, to perform for regulatory compliance purposes AccuSource's standard company credentialing procedures with respect to Outsourced Provider, which may include a brief physical inspection of the Outsourced Provider's business premises. Client shall obtain AccuSource's advance consent (not to be unreasonably withheld) of any replacement of its Outsourced Provider. Client acknowledges that, due to statutory and/or contractual obligations and restrictions, some AccuSource services may not be available through an Outsourced Provider relationship and, of those that are available, some may require additional paperwork from Client and/or Outsourced Provider.

5. **CONTINGENT WORKFORCE SCREENING.** This Section 5 is only applicable if Client uses AccuSource's Contingent Workforce Screening services, as outlined below. Upon execution by Client's authorized third-party vendor(s) (each, a "Vendor") of AccuSource's Master Service Agreement, AccuSource shall furnish to Vendors, upon their request, Screening Reports with respect to the Vendor's own applicants or employees (each, a "Vendor Applicant") who are being evaluated to provide services on behalf of the Vendor to Client. Subject to the Vendor's consent, and at Client's request, AccuSource will provide Client with system access to the Vendor Applicant Screening Reports solely for purposes of auditing and, if applicable, adjudicating the results thereof to determine the Vendor Applicant's eligibility to perform contracted services for Client. Client shall not use the Vendor Applicant Screening Reports for any other purpose. Client shall comply with all applicable Laws and the terms of this Agreement (including, without limitation, with respect to the access, retention, destruction and use of the Vendor Applicant Screening Reports). Client and Vendor shall consult and facilitate with each other to provide proper Vendor Applicant disclosure and obtain proper Vendor Applicant consent and, as applicable, determine if and when an "adverse action(s)" (within the meaning of the FCRA or other applicable Laws) has occurred or will occur in relation to Vendor Applicant Screening Reports and, in such event, determine which party or parties (i.e., Client and/or Vendor) shall provide the Vendor Applicant with appropriate pre-adverse action and adverse action notifications, as applicable and in accordance with applicable Laws. AccuSource will configure the Vendor's screening packages in accordance with Client's instructions provided to AccuSource from time to time. Unless otherwise agreed by the parties in writing, AccuSource's fees for the Vendor Applicant Screening Reports will correspond to Client's fees set forth in this Agreement, and unless Client has expressly agreed in writing to assume the fees for the Vendor Applicant Screening Reports, AccuSource will bill the Vendor directly for such services and Client shall not be responsible for such fees. Client's continued system access privileges (if any) to the Vendor Applicant Screening Reports will cease upon expiration or earlier termination of this Agreement. Client acknowledges that, due to statutory and/or contractual obligations and restrictions, some AccuSource services may not be available through an Contingent Workforce Screening relationship and, of those that are available, some may require additional paperwork from Client and/or Vendor.
6. **I-9 & E-VERIFY VERIFICATION OBLIGATIONS AND SERVICES.** In the event Client wishes to obtain AccuSource's I-9 & E-Verify Verification Services pursuant to this Agreement, the Parties must first execute additional paperwork addressing relevant statutory and/or contractual obligations and restrictions. Client acknowledges that AccuSource's services do not alleviate Client of its responsibility for performing in-person verification of its employees' identities, checking photo identification and completing, verifying and retaining the employees' Form I-9 and other documentation, each as and to the extent required by applicable Laws. In addition, if Client obtains AccuSource's I-9 and/or E-Verify employment eligibility services pursuant to this



Agreement, Client and AccuSource agree to comply with the following obligations, as applicable based on the particular service(s) obtained by Client:

- (a) Client I-9 Obligations. Client shall identify and comply with all Laws applicable to Client in connection with its use of I-9 services.
- (b) AccuSource I-9 Obligations. If Client orders the AccuSource I-9 Solution, AccuSource will provide Client an electronic Form I-9 that meets U.S. Citizenship and Immigration Services ("USCIS") regulations related to electronic Form I-9 management.
- (c) Client E-Verify Obligations. Client acknowledges that it is Client's responsibility to complete all E-Verify Checks in accordance with applicable Laws. Client shall: (i) identify and comply with all Laws applicable to Client in connection with its use of E-Verify Checks, (ii) provide AccuSource with the information requested in the E-Verify Company Profile document provided by AccuSource for purposes of obtaining a unique E-Verify Program ID number for Client, (iii) enter into the E-Verify Memorandum of Understanding ("MOU") with the Department of Homeland Security ("DHS"), and (iv) comply with its obligations under the MOU, including, without limitation, restricting E-Verify Checks to only its employees hired after the effective date of the MOU. Employers acting as federal contractors shall restrict E-Verify Checks to all existing employees or only existing employees assigned to specific federal contracts covered by the Federal Acquisition Regulation ("FAR") rule. Employers that are already enrolled in E-Verify at the time of a federal contract award but are not enrolled in the system as a federal contractor with the FAR E-Verify Clause must notify AccuSource and complete an updated E-Verify Company profile document within thirty (30) days after assignment to the federal contract.
- (d) AccuSource E-Verify Obligations. If Client orders E-Verify Checks, AccuSource, or its contracted partner, shall enter into the MOU as Client's E-Verify Employer Agent, and AccuSource, or its contracted partner, shall comply with its obligations under the MOU.

**7. MOTOR VEHICLE REPORTS; MOTOR VEHICLE MONITORING; ALIAS/ADDRESS HISTORY SERVICES; DRUG AND HEALTH SERVICES; IMMUNIZATION TRACKING SERVICES; ASSESSMENT TESTING; SOCIAL MEDIA SCREENING; PROFESSIONAL SERVICES.**

- (a) Motor Vehicle Reports. Client acknowledges that motor vehicle reports ("MVRs") and related information are considered Screening Reports for purposes of this Agreement. If Client requests MVRs or related information from AccuSource under this Agreement, then Client further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Client's business in all states where Client conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the procurement and use of MVRs, including, without limitation, the FCRA and the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"), and any related state laws; (iii) it will not use the MVRs to build its own database; (iv) it will, from time to time upon AccuSource's request, execute paperwork required by applicable state Departments of Motor Vehicles and/or other data sources for Client's access to MVRs; and (v) it will not transmit any data contained in any MVR via public internet, electronic mail, or any other unsecured means. Client certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to AccuSource in the form of the consumer's signed release authorization form. Client also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee.
- (b) Motor Vehicle Monitoring. In the event Client wishes to obtain AccuSource's Motor Vehicle Monitoring Services pursuant to this Agreement, the Parties must first execute additional paperwork addressing statutory and/or contractual obligations and restrictions.
- (c) Alias/Address History Services. AccuSource has obtained limited license rights to provide to its clients certain "nonpublic personal information" ("Alias/Address History Services") as defined in and regulated by the Gramm-Leach-Bliley Act (15 U.S.C. §6801, et seq.) and related state laws (collectively, "GLBA"). Alias/Address History Services include, but are not limited to, data regarding an Applicant's residential address history and "Alias" names that might have been used by the Applicant. Alias/Address History Services do not include consumer credit information or other types of information subject to the permissible purposes set forth in the FCRA. Even if Client orders Alias/Address History Services, Client acknowledges that it must separately and additionally order AccuSource's AKA Search product if Client wants AccuSource





to perform additional searches based on the Alias name information obtained with the Alias/Address History Services; otherwise, AccuSource will search using only the Applicant's name as provided to AccuSource by Client or its Applicant, as applicable. If Client obtains Alias/Address History Services from AccuSource, Client shall comply with the following requirements and restrictions (which are based on statutory and/or Supplier requirements): (i) Client will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Alias/Address History Services, in whole or in part, to any third-party (other than to the applicable Applicant), and Client shall use the Alias/Address History Services solely as an end-user, for a single, one-time use with respect to an Applicant; (ii) Client's sole purpose for requesting Alias/Address History Services will be to verify the accuracy and completeness of information provided to Client by the Applicant in connection with the transaction pursuant to which the Applicant authorized Client to obtain a report regarding the Applicant; (iii) Client will limit its use of Alias/Address History Services to the foregoing stated purpose; (iv) Client will take appropriate measures so as to protect against the misuse of the Alias/Address History Services; (v) Client will not use any information obtained in connection with the Alias/Address History Services, in whole or in part, for the purpose of serving as a factor in determining the Applicant's eligibility for credit, insurance, employment or any other product, service or transaction not authorized in this paragraph; and (vi) Client will not use the information provided in connection with the Alias/Address History Services for any purpose that would violate the Privacy Rule, 16 CFR Part 313, implemented pursuant to the GLBA, or any other provisions of the GLBA or other applicable law, rule, or regulation. For clarification, this Section 7(b) does not restrict Client's right to use information in Screening Reports (other than Alias/Address History Services data) for determining an Applicant's employment eligibility in accordance with this Agreement.

- (d) Drug and Health Services. In the event Client wishes to obtain AccuSource's Drug and Health Services pursuant to this Agreement, the Parties must first execute additional paperwork addressing relevant statutory and/or contractual obligations and restrictions.
  - (e) Immunization Tracking Services. In the event Client wishes to obtain AccuSource's Immunization Tracking Services pursuant to this Agreement, the Parties must first execute additional paperwork addressing statutory and/or contractual obligations and restrictions.
  - (f) Assessment Testing Services. In the event Client wishes to obtain AccuSource's Assessment Testing Services pursuant to this Agreement, the Parties must first execute additional paperwork addressing statutory and/or contractual obligations and restrictions.
  - (g) Social Media Screening. In the event Client wishes to obtain AccuSource's Social Media Screening Services pursuant to this Agreement, the Parties must first execute additional paperwork addressing statutory and/or contractual obligations and restrictions.
  - (h) Professional Services. Unless otherwise expressly stated in Attachment B, the Scope of Services and Fee Schedule correspond to AccuSource's standard technology, product and service offerings, and exclude any customized technology development, training, reporting, product features and service levels. Should Client request (and AccuSource agree to provide) such customization, the parties shall set forth the corresponding terms and fees in a mutually acceptable written statement of work, addendum or amendment.
8. **AFFILIATE ORDERING RIGHTS.** Upon AccuSource receiving authorization from Client in a form reasonably acceptable to AccuSource, AccuSource will permit an Affiliate of Client to order AccuSource's services under the same terms and conditions as this Agreement, provided that: (i) the Affiliate is neither an existing customer nor a competitor of AccuSource, (ii) the Affiliate satisfies AccuSource's standard account access credentialing requirements, and (iii) the Affiliate and/or Client, as applicable, execute a mutually acceptable "join-on" agreement, "letter of authorization", or equivalent, that binds the Affiliate to the terms of this Agreement, and includes a compliance certification from Affiliate reasonably acceptable to AccuSource. For purposes of this provision, "Affiliate" means any entity controlling, controlled by or under common control with Client.

9. **PAYMENT TERMS; FEES.**

- (a) Creditworthiness; Right to Assurance. Client agrees that AccuSource may determine Client's creditworthiness through AccuSource's review of available data and verification sources, and AccuSource may establish Client's payment terms under this Agreement based on such review. Upon AccuSource's request, Client shall provide to AccuSource Client's relevant financial information that AccuSource determines is reasonably necessary for establishing Client's



payment terms. If, at any time, Client fails to comply with the payment terms of this Agreement, if Client experiences a material adverse change in its financial condition, if Client presents an undue risk of non-payment in AccuSource's reasonable opinion, or if AccuSource has a good faith reason to believe Client does not intend to, or is unable to perform its obligations in this Agreement, AccuSource may at its option (and in addition to any other remedies available by Law or in this Agreement) exercise one or more of the following rights: (i) require a deposit or other form of payment security from Client; (ii) adjust Client's payment terms; (iii) refuse to accept additional orders from Client; and/or (iv) require adequate written assurance of Client's intent and ability to perform its obligations.

- (b) Payment Terms; Billing Disputes. AccuSource shall invoice Client on a monthly basis, and Client shall pay all amounts due within thirty (30) days of receiving the invoice, subject to any payment term modifications made by AccuSource pursuant to Sections 9(a) or 9(b) of this Agreement (in which case, AccuSource will provide written notice to Client). Client shall promptly review each invoice and notify AccuSource of any alleged errors or disputes on or before the due date of such invoice. Client waives the right to dispute any charges or other invoice details not disputed within such timeframe. If all undisputed amounts due are not received by AccuSource by the due date, AccuSource may, in addition to its rights in Section 9(a) and upon ten (10) days' advance written notice: (i) suspend Client's account until such time as all delinquent payments are received, and/or (ii) charge Client interest on the outstanding balance at a rate that is the lesser of: (a) 1.5% per month, or (b) the highest rate permitted by applicable Laws. Client shall reimburse AccuSource for any attorneys' fees and reasonable costs incurred by AccuSource in connection with efforts to collect amounts due from Client under this Agreement.
- (c) Fees; Taxes; Fee Revisions. Client shall pay for all services provided pursuant to this Agreement at the rates set forth in Attachment B, the Scope of Services and Fee Schedule. AccuSource's fees are exclusive of any sales taxes or value added taxes and other similar indirect taxes ("VAT") applicable to the services. If AccuSource's services are or become subject to sales tax or VAT, then Client shall be responsible for such taxes and, where applicable, Client shall self-account for local VAT via a self-charging or reverse charge mechanism. If Client requests and AccuSource provides additional services not initially set forth in the Fee Schedule, such added services will be hereby incorporated into this Agreement at AccuSource's then-current rates unless otherwise mutually agreed in writing by the parties. Client shall pay all pass-through fees, applicable taxes and charges made by information sources or Suppliers for release of information and records used in compiling Screening Reports. Such pass-through fees, taxes and charges are subject to change without prior notice. AccuSource may reasonably revise the pricing rates in this Agreement upon providing thirty (30) days' advance notice to Client and such changes will become effective without requiring formal amendment to this Agreement. In addition, if at any time there are changes in Laws (including, without limitation, any ordinances or other regulatory, administrative or governmental acts or measures) that increase AccuSource's cost of providing services under this Agreement or reasonably require additional related services to be provided by AccuSource, or in AccuSource's determination restrict its ability to reasonably continue to provide the services pursuant to the terms of this Agreement, AccuSource may, upon providing written notice to Client, and in addition to its rights under Section 3(b) of this Agreement, add a reasonable surcharge or pricing modification to cover the added costs of providing the affected service(s). Client acknowledges that it will be responsible for charges resulting from its errors in inputting data, duplicate order entries, and order cancellations initiated after processing has commenced.
- (d) Payment by Applicant; Client Responsibility for Non-Payment. At the direction of Client, when applicable, AccuSource shall provide the ability for the Applicant to pay for his/her own Screening Report at the time the Applicant submits his/her Screening Report questionnaire. Such Applicant shall pay for Screening Reports using the Applicant's credit card. In the event that such credit card is payment denied, the Applicant disputes the payment with the Applicant's credit card issuer, or payment by the Applicant fails for any other reason, Client agrees that AccuSource shall be entitled to request payment from Client through the invoicing process under Section 9(b).

## **10. CONFIDENTIAL INFORMATION.**

- (a) Confidential Information Defined. Pursuant to this Agreement, each party ("Disclosing Party") may disclose or make available to the other party ("Receiving Party"), whether orally or in physical form, non-public confidential or proprietary information concerning the Disclosing Party and its business, products and/or services, including, without limitation, its software; systems

and technology; product and service specifications, methodologies and strategies; financial condition/financial results; pricing; Screening Reports; invoices; and trade secrets and other intellectual property (collectively, "Confidential Information"). Confidential Information does not include information that: (i) was rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (ii) was or is independently developed by the Receiving Party without use of the Confidential Information; (iii) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and such source is not, to the best of the Receiving Party's knowledge, under any obligation to keep such information confidential.

- (b) Duty of Confidentiality. The Receiving Party agrees: (i) to keep confidential and hold in strict confidence the Confidential Information; (ii) to take all commercially reasonable precautions to protect the confidentiality of the Confidential Information (which precautions shall be no less than those employed by the Receiving Party to preserve the confidentiality of its own confidential materials and information); (iii) that it will not, without the prior written consent of the Disclosing Party, or except in conjunction with a Required Disclosure, disclose any portion of the Confidential Information to any third-party; (iv) not to copy or reproduce the Confidential Information, except as reasonably required for the purposes contemplated in this Agreement (in which case Receiving Party shall ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies); (v) not to reverse engineer or disassemble any products, software, technology or tangible objects that utilize or contain such Confidential Information; and (vi) to return and/or destroy all Confidential Information of the Disclosing Party upon request.
  - (c) Required Disclosures. If the Receiving Party is requested in any judicial or administrative proceeding or by any governmental or regulatory authority (whether by depositions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, or similar processes) or otherwise required by applicable Laws to disclose the Confidential Information (collectively, a "Required Disclosure"), the Receiving Party may make such disclosure, provided, to the extent legally permissible, it gives prompt written notice to the Disclosing Party of such Required Disclosure so that Disclosing Party may seek an appropriate protective order. AccuSource will not: (i) be restricted from disclosing to Applicants their Screening Reports and file information, (ii) be restricted from disclosing Confidential Information to the extent necessary to perform its obligations under this Agreement, or (iii) be required to destroy, erase or return any Screening Reports or related Applicant data in AccuSource's files.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by applicable Laws, each party's total liability to the other party pursuant to this Agreement ("Limitation of Liability") shall not exceed three (3) times the fees paid by Client and collected by AccuSource pursuant to this Agreement within the twelve (12) month period immediately preceding the event(s) giving rise to the claim. AccuSource's liability shall be further limited to the extent that any Applicant conduct giving rise to the claim, and the damages sustained thereby, are reasonably of the same class as the Screening Report record(s) at issue (e.g., should AccuSource fail to accurately report an Applicant's motor vehicle record containing a moving violation, and if the Applicant is subsequently terminated by Client for poor performance in a non-driving capacity, such performance would not be conduct of the same class as the moving violation). With respect to AccuSource's liability relating to any Applicant claim alleging inaccurate or incomplete Screening Report information, Client shall, prior to having taken any action adverse to the Applicant based on the inaccurate or incomplete Screening Report information, have provided AccuSource a reasonable opportunity to reinvestigate the disputed information in accordance with AccuSource's FCRA-imposed reinvestigation obligations and deadlines, and Client shall indemnify AccuSource for failure to do so. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE FEES SET FORTH IN THIS AGREEMENT ARE BASED IN PART ON THE LIMITATIONS OF LIABILITY IN THIS SECTION 11. AccuSource and Client shall each use good faith reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to this Agreement.





12. **INDEMNIFICATION.** To the fullest extent permitted by applicable Laws, Client shall indemnify, defend and hold harmless AccuSource, its successors and assigns, officers, directors, employees, affiliates, representatives, agents, contractors, vendors, credit bureaus and Suppliers from and against any third-party claims, demands, suits, judgments, actual damages, costs, expenses, losses and liabilities, including, without limitation, reasonable attorneys' fees (collectively, "Claims") brought or suffered by any third-party arising or resulting from, or otherwise in connection with Screening Reports provided by AccuSource, the content, compliance, method of delivery or effectiveness of any notices, pre-adverse or adverse action letters, any breach by Client of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

AccuSource does not guarantee Client's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Client may rely in connection with its furnishing of reports. Client understands that any documents, information, conversations or communication with AccuSource's representatives regarding searches, verifications or other services offered by AccuSource are not to be considered a legal opinion regarding such use. Client agrees that (1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and (2) the provision of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of Client, not AccuSource. Client acknowledges and agrees that it has no obligation to use, and is solely responsible for independently vetting the contents of, any sample forms that AccuSource has provided to Client in connection with this Agreement.

13. **TERM; TERMINATION; ACCOUNT DEACTIVATION.**

- (a) **Term.** Client will be commitment free for the first thirty (30) days of this Agreement as a trial period, which will commence on the Effective Date. Unless AccuSource is otherwise notified by Client, at the expiration of the thirty (30) day trial period the term of this Agreement ("Term") will continue in force for the remainder of the initial period of three (3) years. Thereafter, the Agreement will automatically renew for successive periods of one (1) year unless either party provides to the other party at least thirty (30) days' written notice prior to the expiration of the current term. If services are provided following termination or expiration of this Agreement, all terms and conditions of this Agreement shall apply to such services.
- (b) **Termination; Suspension.** Either party may terminate this Agreement for cause, in accordance with this Section 13(b). A party may terminate this Agreement upon delivery of written notice to the other party if the non-terminating party: (i) defaults in the performance of its material obligations in this Agreement and fails to substantially cure such default within thirty (30) days after receipt of a written notice of breach, or (ii) becomes the subject of any proceeding commenced under the United States Bankruptcy Code, or executes an assignment for the benefit of creditors or files for relief under any applicable reorganization, moratorium or similar debtor relief Laws. Additionally, AccuSource may suspend performance under this Agreement without penalty upon written notice to Client if: (i) Client's breach of this Agreement is reasonably determined by AccuSource to be a violation of Law or to present a risk of non-compliance by AccuSource with applicable legal or contractual obligations, (ii) required by a Supplier, (iii) Client fails to timely pay amounts due under this Agreement, or (iv) AccuSource reasonably suspects or identifies any misuse of or unauthorized access to its system and/or the services or Client's account.
- (c) **Access to Screening Reports.** Following the expiration or termination of this Agreement, AccuSource will provide Client with a reasonable time frame to: (i) download for its records copies of its Applicant Screening Reports, and/or (ii) obtain from AccuSource, at AccuSource's then-current fee, copies of Client's Applicant Screening Reports. Thereafter, AccuSource shall have no further duty to maintain copies of Applicant Screening Reports for access by Client.
- (d) **Account Deactivation.** Client acknowledges that if Client is determined at any time not to meet AccuSource's standard client credentialing requirements and as a result Client's account is not activated, or is subsequently deactivated, then any prior charges incurred related to Client's account, whether for account set-up registration or for pending or completed orders, shall be promptly paid to AccuSource by Client. AccuSource may suspend or deactivate Client's account(s) in the event Client does not place any orders under its account(s) for an extended period of time, as determined in accordance with AccuSource's standard account policies.



- (e) **Survival.** All provisions of this Agreement that by their nature are reasonably intended to have effect after termination or expiration of this Agreement (including, without limitation, compliance, audit rights, privacy, data protection, confidentiality, dispute resolution, indemnity and limitation of liability) shall survive such termination or expiration. Notwithstanding any termination, expiration or cancellation of this Agreement, Client shall remain responsible for all charges incurred by Client and for all of Client's compliance obligations pursuant to this Agreement.
14. **NOTICES.** Any notices regarding this Agreement: (i) must be in writing, (ii) must be delivered (a) in person, (b) by certified mail, return receipt requested, postage pre-paid, or (c) by a nationally recognized overnight delivery service; (iii) must be delivered to the applicable party at the address set forth below in this Section 14, or such other address as a party may designate by notice in accordance with this Section 14; and (iv) will be deemed given on the date of delivery.

**Notices to AccuSource:**

AccuSource, Inc.  
11811 N. Tatum Blvd.  
Suite 3031  
Phoenix, AZ 85028  
Attn: Legal Department  
Email: [contracts@accusource-online.com](mailto:contracts@accusource-online.com)

**Notices to Client\*: [Company Name]**

[Address] [Address] City of Newport  
[City, State, Zip] 169 SW Coast Hwy  
[Attn:] Newport, OR 97365  
Barb James - HR Director

*\*If Client's contact information is not completed here, notices to Client will be provided to the address provided by Client to AccuSource during the account set-up process.*

15. **LEGAL SUPPORT SERVICES.** Except in relation to AccuSource's express indemnity obligations, if any, set forth in this Agreement, if AccuSource (including any of its affiliates and subsidiaries) assists Client or is otherwise required to participate in preparation for, defense of, or responding to any legal or regulatory proceedings involving or relating to Client, including, without limitation, subpoenas, depositions, hearings and trials (collectively, "Legal Support Services"), Client shall reimburse AccuSource for all costs and expenses AccuSource reasonably incurs in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements. AccuSource will use reasonable efforts to provide Client advance notice prior to AccuSource participating in any Legal Support Services or otherwise incurring costs and expenses that are subject to reimbursement by Client pursuant to this Section 15. Except to the extent required by applicable Law, AccuSource is under no obligation to provide Legal Support Services to Client and will evaluate such matters on a case by case basis.
16. **MISCELLANEOUS.**
- (a) **Entire Agreement; No Third-Party Beneficiaries.** This Agreement (including, without limitation, Client's AccuSource application paperwork and all attachments hereto, which are hereby incorporated by reference and included in the definition of "Agreement") sets forth the final and complete agreement between the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous written or verbal discussions, and except as otherwise expressly set forth in this Agreement is not intended to confer any rights, remedies or claims to any third-party.
- (b) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement may be modified only by a writing executed by an authorized representative of both parties. This Agreement may not be modified by any purchase order or similar order forms received from Client, even if AccuSource has accepted or acknowledged receipt of such forms.
- (c) **Waiver.** The failure of a party to enforce its rights in this Agreement shall not be construed as a waiver of such rights.
- (d) **Severability.** If any provision of this Agreement, in whole or in part, is determined to be illegal, unenforceable or invalid, such provision shall be deleted from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement.



- (e) Interpretation. This Agreement shall be considered drafted mutually by the parties.
- (f) Assignment. Neither party shall assign this Agreement without the prior written consent of the other party; provided, however, that AccuSource shall have the right to assign this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets. The foregoing limitation on Client's ability to assign this Agreement is due, in part, to AccuSource's regulatory obligations and related customer credentialing procedures and requirements. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns, if any.
- (g) Remedies Cumulative. Subject to the Limitation of Liability in Section 11, all remedies available to either party related to this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- (h) Force Majeure. The obligations of either party to perform under this Agreement (other than payment obligations) shall be excused during a reasonable period of delay caused by matters beyond such party's reasonable control, including, without limitation: changes in Laws; closure or unavailability of universities, courthouse or other data sources; power or internet service failure; third-party system or service integration failure; war; and earthquake, fire, flood or other natural disaster.
- (i) Governing Law; Venue; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. In the event of any dispute between the parties related to this Agreement, if the parties are unable to resolve the dispute after holding good faith and confidential discussions, then the dispute shall be submitted to, and determined exclusively by, binding arbitration conducted in Riverside County, California, pursuant to the rules and procedures of Judicial Arbitration and Mediation Services (JAMS). The parties agree that the arbitration proceedings, communications and any resulting decisions/awards shall be treated as confidential unless otherwise required by applicable Laws. Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its Confidential Information.
- (j) Relationship of the Parties. The parties will perform their obligations in this Agreement as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent between the parties.
- (k) Title. Client acknowledges that all title, ownership and intellectual property rights in the AccuSource system, products and services, including, without limitation, all work performed under any statement of work by AccuSource in the performance of its services, and all documentation relating thereto, shall remain the property of AccuSource and/or its licensors or Suppliers, as applicable. Client further acknowledges that AccuSource is an aggregator of third-party data and information and that all content contained in Screening Reports is the property of the applicable content owner and may be protected by applicable contract, copyright and related Laws. Subject to applicable Laws and the terms of this Agreement, Client will retain the perpetual right to maintain its copies of Screening Reports.
- (l) Use of Client's Name, Logo, and Marks. Client agrees that AccuSource may use Client's logo, name, trademarks, and other marks for publicity and marketing purposes.
- (m) Counterparts; Validity of Facsimile and Scanned Signatures. This Agreement may be executed by electronic or hard- copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.
- (n) Signature Authority. Each party represents that this Agreement has been executed on its behalf by a representative authorized to bind such party with respect to the undertakings and obligations contained in this Agreement.

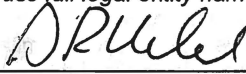
**AGREED:**



**Client**

Company Name\*: City of Newport

[\*use full legal entity name]

Authorized Signature:  Name: Spencer Nebel

Title: City Manager

Date: 02 / 08 / 2022

**AccuSource, Inc.**

Authorized Signature: *Dan Filby* Name: Dan Filby

Title: CEO

Date: 02 / 06 / 2022



**Attachment A**  
**Client Compliance Certification with Information Access & Security Requirements**

**Information Access & Security Requirements**

1. Client shall protect its AccuSource Account User identification number(s) and password(s) ("Account User IDs") so that only key Client personnel with an authorized need-to-know this sensitive information are given the ability to order and access Screening Reports. Client shall not post or otherwise publicly display its Account User IDs. If a person who knows the Account User IDs leaves Client's company or no longer needs to have access due to a change in duties, Client shall immediately change such Account IDs.
2. Client shall place all terminal devices or systems used to obtain Screening Reports in a secure location within Client's facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, Client shall turn off and/or lock all such devices or systems used to order and/or access Screening Reports.
3. Client shall not discuss AccuSource Account User identification number(s) and password(s) ("Account User IDs") by telephone with any unknown caller, even if the caller claims to be an employee of AccuSource.
4. Client shall secure hard copies and electronic files of Screening Reports within Client's facility so that only authorized personnel can access them.
5. Client shall shred or otherwise permanently destroy all *hard copy* Screening Reports when no longer needed and when applicable Laws or regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
6. Client shall erase and overwrite or scramble *electronic files* containing Screening Reports and Applicant information when no longer needed and when applicable Laws or regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
7. Client shall make all appropriate Client personnel aware that Client and its authorized personnel are allowed to order and use Screening Reports only for the permissible purpose(s) set forth in the Agreement, and that Client personnel shall not order or access their own reports nor order or access the report of a family member or friend unless it is approved for the permissible purposes authorized in, and conducted in accordance with this Agreement.



Phone: +1 (888) 649-6272

Fax: +1 (888) 649-6244

Web: [www.accusource-online.com](http://www.accusource-online.com)

**Attachment B  
Scope of Services and Fee Schedule**

<b>Company Name:</b>	City of Newport	<b>Date:</b>	Dec 28, 2021
<b>Sales Rep:</b>	Kristin Fehrenbacher	<b>Email:</b>	kfehrenbacher@accusource-online.com
<b>Contact Phone:</b>	(951) 734-8882	<b>Annual Volume:</b>	100-200

Packaged Services	Price
<b>Basic - All names/All addresses</b> Social Security Trace (SST) County Criminal Direct Search – 7-year search, all true names and counties based on the Social Security Trace (SST) Integrated National Criminal Database - 7-year search, all true names based on Social Security Trace (SST) Includes: National Wants and Warrants Multi-State/National Database Criminal Search Nationwide Sex Offender Search OFAC and additional government databases	\$25.83
<b>Nationwide Only Package - All names</b> Social Security Trace (SST) Integrated National Criminal Database - 7-year search, all true names based on Social Security Trace (SST) Includes: <ul style="list-style-type: none"><li>• National Wants and Warrants</li><li>• Multi-State/National Database Criminal Search</li><li>• Nationwide Sex Offender Search</li><li>• OFAC and additional government databases</li></ul>	\$8.95

Product	Turn-Around Time (Averages but vary based on service, location, court delays/closures, etc.)	Price
<b>Court Record Searches</b>		
<b>County Criminal Direct Search</b> Service: A search for criminal convictions at the appropriate county courts. Records are available in each county throughout the United States.	Same day – 3 business days	\$6.75
<b>Database Record Searches</b>		
<b>Integrated National Criminal Database</b> Service: Search of National Wants and Warrants, Multi-State/National Database Criminal Search, Nationwide Sex Offender Search, OFAC and additional government databases	Instant	\$4.50
<b>Additional Services</b>		





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<b>Social Security Number Trace (SST)</b> <i>Service:</i> A search of credit headers and other database sources to provide history of the applicant's names and addresses as they originate from credit headers. SST is recommended as the search criterion identifier for criminal history searches.	A few Hours – Same Day	\$2.20
<b>Continuous Criminal Record Monitoring</b> <i>Service:</i> Continuous Criminal Record Monitoring provides access to developing arrest records and direct primary source court records. Employers have the flexibility of identifying thresholds for reporting based upon individual organizational standards. Subjects (employees) are entered into a pool for ongoing monitoring. Thousands of record sources are continuously monitored to identify record data matching pool subject qualifying detail. When a matching record is identified employers are notified and afforded the ability to take immediate action, if warranted, or simply to monitor ongoing case development with notifications of any changes in case status. Pricing identified is per pool member per month.	Continuous	\$1.20
<b>Social Media Hiring Report - Basic</b> <i>Service:</i> The report involves a combination of technology and human expert analytics to correctly identify a candidate's online presence on the social media websites where adverse content is most likely to be found: Facebook, Twitter, Instagram, Pinterest, and LinkedIn. Once a candidate's profile is identified, the content is reviewed and flagged for any workplace safety issues - racism/intolerance, violence, potentially illegal activity, or sexually explicit material. The scope of the search goes back one year. A report is then created with examples of red flagged material with the redaction of any federal or state protected class information. The report provides insight into a candidate's online behavior and appropriateness.	24 - 48 Hours	\$20.25
<b>Social Media Hiring Report - Pro</b> <i>Service:</i> A social media background check that involves a combination of technology and human expert analytics to correctly identify a candidate's online presence on any publicly available user-generated accounts and profiles. Once a candidate's profile is identified, the content is reviewed and flagged for any workplace safety issues - racism/intolerance, violence, potentially illegal activity, or sexually explicit material. A report is then created with examples of red flagged material with the redaction of any federal or state protected class information. The report provides insight into a candidate's online behavior and appropriateness as a candidate who is a fit for a company's basic code of conduct, values, or social media policy and limits risk of a negligent hire. The report includes a review of up to 7 years of history	1 - 3 Business days	\$30.25
<b>Miscellaneous</b>		
<b>Database verification fee, if applicable</b> <i>Verification of hits on criminal database at the appropriate jurisdiction. Does not include applicable court access fees. Per FCRA compliance, all hits on National Criminal Database MUST be verified at the actual court of jurisdiction.</i>	N/A	\$6.75



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<b>Additional Research Fee</b> Additional fee for direct applicant contact or extended research beyond the standard product scope. Rate is applied per file (not individual component.)	N/A	\$7.50
<b>Set-up Fee</b> If requesting initial set-up of Drug Screening services, please allow 7-10 business days for laboratory account set-up.	N/A	\$99.00

**International Criminal Services are available with individual country/territory pricing provided upon request.**

*Prices do not include court fees, third party verification charge which may apply when an employer or educational institution has outsourced management of their records or MVR state fees. All fees are passed-through at no additional mark-up. All alias and or all address searches include all jurisdictions and true alias names identified on the Social Security Trace unless otherwise defined. Due to the name-based filing system used by the courts, all court research is conducted on a per-name basis. There is an additional charge for searching AKA's or alias names unless bundled in a package to include all true alias names. There is a \$1.00 fee for a canceled file. If any service is processed prior to cancellation, the service is charged to the file. Due to market volatility, International rates are subject to change. Drug testing and/or medical services pricing includes collection and/or medical services at an in-network facility or collection site and confirmation by the MRO if necessary. An additional out of network collection and service at an out of network fee may apply and are subject to change without notice. "Hits" from criminal database searches must be verified at the court of jurisdiction to meet FCRA requirements, additional charges will apply.*

**Notes:**

\* All court and data base searches are priced per name. Any additional name will be the same price as the searches requested.

**I agree to the pricing provided above and desire to initiate account set-up at this time.**

*Pricing subject to change with 30-day written notice.*





## Attachment C Client Compliance Certification

### FCRA Client Compliance Certification

Client certifies to AccuSource as follows with respect to each FCRA-regulated Screening Report Client orders and/or receives:

1. Permissible Purpose. Client shall procure and use Screening Reports only for the legally permissible employment purposes set forth in this Agreement.
2. Applicant Disclosure and Consent. Client certifies that prior to its procurement of a Screening Report for *employment purposes*: (i) Client has made a clear and conspicuous disclosure in writing to the consumer, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (ii) the consumer has authorized in writing the procurement of the Screening Report by Client. Client understands that AccuSource will not initiate a report for employment purposes in the absence of a written authorization. Client certifies that each time it orders a report, it is reaffirming the above certification.
3. Pre-Adverse Action Disclosures. In using a Screening Report for *employment purposes*, before taking any adverse employment action based in whole or in part on the information in the Screening Report provided by AccuSource, Client shall provide to the consumer to whom the Screening Report relates: (i) a copy of the Screening Report; and (ii) a description in writing of the rights of the consumer under the FCRA, as prescribed under FCRA §609 ("A Summary of Consumer Rights Under the Fair Credit Reporting Act", a copy of which is currently available at: <https://accusource-online.com/resources/applicant-resources/>) and any other notices required by applicable Laws.
4. Adverse Action Disclosures. After providing the consumer with the pre-adverse action disclosure described in paragraph 3 above (to the extent applicable), and after the appropriate waiting period, Client will, if intending to take adverse action with respect to the consumer based in whole or in part on information contained in the Screening Report, send the consumer a follow-up notification that the Client is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report. Such notification will meet all applicable requirements set forth in FCRA §615 and any other notices required by applicable Laws.
5. Equal Employment Opportunity Law Compliance. The information from the Screening Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
6. Client hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601) and Notice of Users of Consumer Reports (16 C.F.R. Part 601).

### California Client Compliance Certification

7. California Screening Reports. Client certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the Client is located in the State of California, and/or the Client's request for and/or use of Screening Reports pertains to a California resident or worker, End User will do the following:
  - i) Request and use Screening Reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
  - ii) When, at any time, Screening Reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative Screening Report may

be obtained; (2) the permissible purpose of the investigative Screening Report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of AccuSource; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

- iii) When, at any time, Screening Reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request a Screening Report if the applicable consumer has authorized in writing the procurement of the Screening Report.
  - iv) When Screening Reports are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that a Screening Report will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of Client as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Screening Report was first requested.
  - v) When Screening Reports are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that a Screening Report regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of Client, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.
  - vi) Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Screening Reports that are prepared.
  - vii) If the consumer wishes to receive a copy of the Screening Reports, the Client shall send (or contract with another entity to send) a copy of the Screening Report to the consumer within three business days of the date that the Screening Report is provided to Client. The copy of the Screening Report shall contain the name, address, and telephone number of the person at Client who issued the report and how to contact him/her.
  - viii) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Screening Report, informing the consumer in writing of Client's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRAA and the CCRAA.
  - ix) Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Screening Reports, including, but not limited to, the ICRAA and CCRAA.
8. Investigative Consumer Reports. For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that Client procures from AccuSource, Client has complied with its obligations under FCRA §606(a) and (b), including, without limitation, the following:
- i) clearly and accurately disclosing to the Applicant that an Investigative Consumer Report including information as to the Applicant's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure:
    - (1) is made in writing mailed, or otherwise delivered, to the Applicant not later than three days after the date on which the report was first requested; and
    - (2) includes a statement informing the Applicant of his right to request the additional disclosures provided for under FCRA §606(b) as set forth in



8(ii) below, and a written Summary of Consumer Rights; and

- ii) upon written request made by the Applicant within a reasonable period of time after the Applicant's receipt of the required disclosure referenced in paragraph 8(i) above, Client will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the later.

