

RESOLUTION NO: 2022 - 545

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PIGGYBACK THE US COMMUNITIES OMNIA PARTNERS CONTRACT NO: R191301 AND EXECUTE AN AGREEMENT WITH ACCURATE BACKGROUND, LLC TO PERFORM BACKGROUND CHECKS AND DRUG TESTING FOR COUNTY EMPLOYEES.

RECITALS

WHEREAS, the County seeks to enter into an agreement for background checks to include criminal, educational accreditation, driver licenses, regulatory CDL license and drug testing services; and

WHEREAS, in accordance with the St. Johns County Purchasing Manual, the County may utilize the piggyback of the US Communities Omnia Partners Contract No: R191301 as the basis for negotiations to enter into an agreement with Accurate Background, LLC for the background checks for County employees; and

WHEREAS, the County is permitted to piggyback cooperative contracts, in accordance with SJC Purchasing Policy 302.6.5.4, and Staff has determined the proposed contract complies with all applicable requirements; and

WHEREAS, the services provided under the contract will be funded by Human Resources Department;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to piggyback the US Communities Omnia Partners Contract # R191301, and enter into an agreement for background checks to include criminal, educational accreditation, driver licenses, regulatory CDL license and drug testing services.

Section 3. The County Administrator, or designee, is further authorized to execute a contract, in substantially the same form and format as attached, with Accurate Background, LLC for background checks to include criminal, educational accreditation, driver licenses, regulatory CDL license and drug testing services for County employees.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of December, 2022.

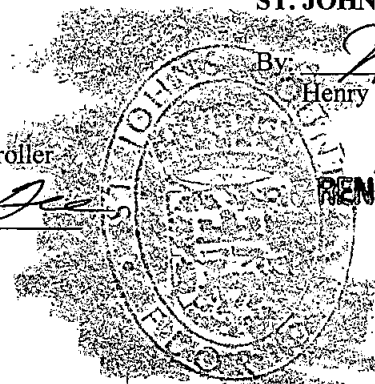
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 
Henry Dean, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk

RENDITION DATE 12.22.2021



END USER AGREEMENT

This End User Agreement ("Agreement") is entered into by Accurate Background, LLC, a California limited liability company, its Affiliates and Subsidiaries, with its principal place of business at 7515 Irvine Center Drive, Irvine CA 92618 (hereinafter referred to as "Provider") and _____, with its principal place of business at _____, together with its Affiliates who elect to utilize this Agreement, (hereinafter referred to as "End User"), on this the _____ day of _____, 20____, ("Effective Date"). Provider and End User are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS, Provider is a Consumer Reporting agency in the business of providing Consumer Reports and background screening solutions, drug testing and other administrative services ("Services").

WHEREAS, End User is in the industry of _____ and desires to purchase the Services pursuant to the terms and conditions set forth in this Agreement and its Exhibits and Addendums.

NOW THEREFORE, in consideration of the Parties' mutual covenants and agreements set forth herein and for other good, valuable, and adequate consideration received, the Parties agree as follows:

1. SERVICES.

- a. **Services.** Provider will provide End User with certain Services included in the Packages and Pricing Schedule ("Exhibit D") of this Agreement or if applicable, a Scope of Work ("SOW") executed by the Parties.
- b. **Definitions.** Any capitalized terms in this Agreement shall have the meaning as defined and contemplated in the Fair Credit Reporting Act 15 USC § 1681 et seq. ("FCRA")
- c. **Affiliates.** End User's Affiliates may order Provider's Services under the same terms and conditions as this Agreement, provided that (i) End User's Affiliates enter into a Participation Agreement and (ii) End User's Affiliate satisfies the credentialing requirements. Unless such terms and conditions are expressly amended in the Participation Agreement, the execution by an End User's Affiliate of the Participation Agreement constitutes its agreement to be bound by and entitled to the benefits, terms and conditions of this Agreement as if such End User Affiliate were a signatory hereto. Any reference to End User throughout this Agreement shall include such End User Affiliate. For the purposes of this provision, "Affiliate" means any entity controlling, controlled by or under common control with End User.

2. TERM AND TERMINATION.

- a. **Term.** The term of this Agreement shall become effective as of the Effective Date above and shall continue until terminated by either Party in a manner and method as described herein. Provider will be the exclusive provider for the End User, except for services not obtained under this Agreement. End User and Provider agree to cooperate in good faith to expedite the implementation of End User's account.
- b. **Termination.**
 - i. **Termination for Convenience.** Either Party may terminate this agreement without cause or without penalty upon at least sixty (60) days' prior written notice of termination to the other.

- ii. For Cause. In addition to any and all other rights a Party may have available according to law, if a Party materially breaches this Agreement or defaults by failing to perform any provision, term or condition of this Agreement, the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe in detail the nature of the default. The Party receiving notice shall have thirty (30) days from the receipt of such notice to cure the default(s). Unless waived by the Party providing notice, the failure to cure the defaults shall result in termination of this Agreement. In addition, Provider has the right to immediately suspend Services to the End User if Provider reasonably believes End User is in violation of any applicable law or puts Provider in a risk of non-compliance with applicable international, state, local or federal law, including but not limited to, End User's failure or refusal to sign any additional documentation Provider reasonably believes is necessary in order to maintain compliance with any applicable laws.
- iii. Either Party has the right to terminate this Agreement, effective upon written notice of the other Party, if (i) the other Party becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed or is not dismissed or vacated within 60 days after filing; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- iv. Changes in Law/Regulatory Termination. In the event any law, regulation or rule is enacted or modified or there is any substantial change in the judicial or administrative interpretation of any existing law, regulation or rule that will materially and adversely affect either Party's ability to perform under this Agreement or to realize the intended benefits of this Agreement, the Parties will use their best efforts to modify this Agreement in a manner that will mitigate the effect of such change. If no reasonable modification or the Parties cannot mutually agree to an amendment, then either Party may terminate this Agreement by providing thirty (30) days' written notice.
- c. Inactivity. Any account that remains inactive for a period of twelve months may be deemed a termination by End User, and Provider may terminate the account.

3. PAYMENT AND BILLING.

- a. Invoicing. End User agrees to pay the Provider at the rates stated in Exhibit D, which may be amended to add new Services or packages by mutual agreement of the Parties. End User agrees to pay the full amount of the Provider's invoice thirty (30) days after the date of the invoice.
- b. Accounts with an outstanding balance forty (40) days after the due date may be placed on hold until the entire amount is paid in full. Should an account be suspended for non-payment, no additional requests will be processed until the balance due is paid in full or arrangements have been made with Provider's Accounts Receivable Department. End User shall pay interest at the rate of one and one-half percent (1 ½%) per month, or as allowed by law, on all unpaid and undisputed charges and any interest thereof, from the date such charges, or portions thereof, became due until paid.
- c. Statutory Fees. End User agrees to pay nonrefundable third-party fees, charges or costs for Provider Services ("Statutory Fees"). Statutory Fees include, but are not limited to, charges, cost or access fees levied by federal, state, county or local courts, governmental agencies, law enforcement agencies, state departments of motor vehicles, educational institutions, schools, employer verifications, drug testing laboratories, third party collection sites or other information sources which are incurred by Provider in retrieving the results that will be included in the Consumer Report. End User understands that Statutory Fees are subject to change without prior notice due to changes at the source of the fee, although Provider will make every reasonable effort to give notice of such change before it becomes effective.
- d. Taxes. All fees and charges for Services are exclusive of any sales or use taxes and other federal, state, municipal or governmental taxes or levies applicable to the sale or use of the Services hereunder or any addendum attached

hereto now in force or enacted in the future. Where applicable, Provider will include such taxes on the invoice provided to End User, and End User shall pay any applicable taxes in accordance with the payment terms in this Agreement. If End User is exempt from said taxes, End User will supply Provider with a tax exemption certificate acceptable to the taxing authorities.

- e. Cancellation. If End User elects to cancel a search after the request has been submitted to Provider, End User will be charged for any search that has been sent to research or has been completed on behalf of End User prior to the End User notifying Provider of the cancellation.

4. CONFIDENTIALITY AND INFORMATION SECURITY.

- a. Confidential Information. As part of carrying out a Party's obligations under this agreement, either party ("Disclosing Party") may make available to the other party ("Receiving Party") certain Confidential or Proprietary Information ("Confidential Information"). Confidential Information means any and all non-public information provided by or on behalf of the Disclosing Party, including without limitation, financial information, commercial information, technical data, proprietary data, sales or pricing information, future products or Services, employee information, including personal identifying information of Consumers, software, trade secrets, processes, procedures, know-how, the Consumer Report, and any other information that may be reasonably deemed confidential. Confidential Information shall not include any information disclosed by the Disclosing Party that i) is or becomes publicly available other than as a result of the Receiving Party's breach hereof, (ii) was in the Receiving Party's possession prior to its receipt hereunder from the Disclosing Party, (iii) is independently developed by the Receiving Party without breach hereof, or (iv) is disclosed to the Receiving Party by a third party rightfully in possession of such information who is not otherwise subject to an obligation to keep such information confidential.
- b. Non-Disclosure. Except as required by law, the Receiving Party agrees: (i) to keep all Confidential Information in strict confidence; (ii) to take all reasonable precautions to protect the Confidential Information; (iii) to not use any Confidential Information except as necessary for the performance of its obligation under this Agreement; (iv) to not disclose any Confidential Information to any third party, except as necessary for the performance of the Parties' obligations hereunder, but only if the third party has agreed to confidentiality and non-disclosure provisions as required herein; and (v) will not reverse engineer or disassemble any products, technology or reports that contain such Confidential Information. Notwithstanding the foregoing, Provider is not (i) restricted from disclosing to a Consumer their Consumer Report or Consumer file as required by applicable law or (ii) restricted from providing any Confidential Information as necessary to conduct the Consumer Report.
- c. Notice to Employees or Representatives. Receiving Party shall notify all of its employees, agents and other approved representatives who require access to Confidential Information of the obligations of confidentiality contained herein. Receiving Party shall be responsible for any breaches of this Confidentiality Agreement by any person or entity to which it provides or makes available Confidential Information received hereunder.
- d. In the event the Receiving Party is required by applicable law, regulation or other legal process to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice in order to enable the Disclosing Party to object to the disclosure or seek the appropriate protective order.
- e. Remedies. The Receiving Party agrees that the Disclosing Party will suffer irreparable harm or injury and the remedies available at law may not be adequate to redress such harm and injury. Accordingly, the Receiving Party agrees that the Disclosing Party shall be entitled to temporary or permanent injunctive relief to prevent or discontinue such disclosures without the necessity of proving damages or posting bond.
- f. Information Security. Each Party understands that the performance of the Services in this Agreement requires the transfer of personal identifying information and other personal information pertaining to a Consumer. The Parties

agree to implement administrative, physical and technical safeguards to protect such Personal Information, Services and the Consumer Report(s) from unauthorized access, acquisition, disclosure, destruction, alteration, loss, misuse or damage that are no less rigorous than generally accepted industry standards and shall ensure that all safeguards including the manner in which Personal Information is disclosed, shared, stored, used, processed and disposed of comply with the applicable data protection and privacy laws. End User agrees to the requirements contained in Exhibit A ("Access Security and Data Disposal Requirements").

5. **DATA OWNERSHIP.** End User acknowledges that Provider has pre-existing property rights in certain materials and software that Provider uses in performing the Services ("Provider's Property"). All title, ownership and intellectual property rights of the Provider's Property shall remain the property of Provider and/or its licensors or suppliers. Provider hereby grants End User a limited, non-exclusive, non-transferable, revocable license to access Provider's Property during the term of this Agreement as necessary to achieve the purpose of this Agreement and access the Consumer Report. End User shall retain the perpetual right to maintain its copies of Consumer Reports in accordance with and subject to this Agreement. Any Consumer data and/or personal identifying information provided by End User to Provider and used by Provider directly or indirectly in the performance of this Agreement shall remain at all times the property of End User. Following the termination of this Agreement, End User will be provided a reasonable opportunity to (i) download for its records any Consumer Reports or other data contained in the Provider's Property or (ii) obtain from Provider, in a mutually agreed upon format, at Provider's then current fees, copies of the End User's Consumer Reports or other data. Thereafter, Provider will have no responsibility to End User to maintain copies of the Consumer Reports, except in order to comply with Provider's legal and contractual obligations and in accordance with its internal data retention policy.
6. **AUDIT.** End User agrees to cooperate with Provider and/or Provider's data supplier to assure compliance with the terms of this Agreement. Provider retains the right, at its own expense and upon reasonable notice, to examine and request copies of the authorization, disclosure or consents signed by the End User's applicant, employee or Consumer; the adverse action notifications; or any other legally required documents to ensure End User is complying with the FCRA and other state or local regulations. Such audit may also verify that basic company information has not changed, the permissible purpose for procuring the Consumer Report is still valid, and that the appropriate data and security certifications are being maintained. Breaches of this Agreement and/or reasonable belief by Provider that End User is in violation of applicable law or otherwise places Provider at risk of non-compliance with applicable law(s), including data security laws, may result in immediate suspension and/or termination of the Services. In addition to the foregoing, any breaches and violations of service usage as alleged by one of Provider's data providers may be subject to corrective action to include suspension and/or termination of those Services.
7. **WARRANTY.**
 - a. **Mutual Warranties.** Each Party represents and warrants to the other that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative who has knowledge of the facts certified and whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
 - b. **Provider's Warranty.**
 - i. Provider acknowledges that it will provide Services to End User consistent with generally accepted and reasonable industry standards in obtaining information from third parties and will further comply with its responsibilities under the Fair Credit Reporting Act and other applicable laws. End User expressly acknowledges and agrees that it is responsible for determining if its use of the system, Services, reports, and data offered by and through Provider is compliant with End User's responsibilities under applicable laws, and Provider is making no representation that End User's use of the Services are compliant with applicable laws. End User acknowledges that the information compiled in the Report may have been derived from third parties, including

but not limited to, third party databases, records, individual references, educational institutions and/or governmental agencies and records, and the information maintained by those third parties may not be under the control of Provider and is being provided "AS IS". As such, Provider cannot be a guarantor of such information.

ii. **Education and Materials.** End User understands that any templates, compliance updates, education, best practices, recommendations, conversation or communication with Provider are not to be considered a legal opinion. End User understands that Provider may provide samples of certifications, consumer consents, forms, notices, summary of rights, disclosures, authorizations, pre- adverse action letters or other materials or information (hereinafter referred to as "Material") which End User may find helpful in meeting its obligations under the FCRA and other applicable state or local laws. Provider fully disclaims any and all liability relating to the content compliance or effectiveness of any such Material or education. Company acknowledges and agrees: (a) any provision of Material provided by Provider relating to the FCRA or other applicable Laws is provided for informational purposes only and does not constitute legal advice and should not be considered legal opinion; and (b) neither the End User Agreement nor any Material provided by Provider purport to reflect the totality of the End User's legal obligations with respect to the procurement and use of Consumer Reports. Provider may provide administrative services on behalf of End User and as directed by End User in the Compliance Packet (which will be completed separately from this Agreement during the implementation process) to assist End User with providing and collecting the appropriate Materials. End User understands that this service is purely administrative and clerical, and Provider does not make any representation or warranty regarding this administrative service, except that Provider will provide the Material as directed in the Compliance Packet.

iii. **Adjudication.** End User understands that Provider's Risk Reduction Technology (adjudication scoring), if provided, is solely as a convenience to End User. Provider may score Consumer Reports based on criteria established and provided by End User ("Criteria"). Provider makes no representation regarding the legality or appropriateness of the Criteria. Adjudication services rendered by Provider are purely clerical in nature and shall be performed by Provider on behalf of End User. All decisions, including hiring, contracting, site access, promotion or otherwise, are made solely by the End User and not by Provider. End User shall ensure all statuses are appropriately reviewed and changed, in particular any "Needs Review" will be appropriately changed within thirty (30) days.

c. **End User.** End User represents that it has or will consult with its own legal or other counsel regarding all obligations under the FCRA or other laws, including (1) required notices and forms and to ensure that End User is complying with any and all applicable federal, state, and local law or regulation; (2) overall screening program compliance; and (3) the use of background screening information, including but not limited to, the legality of using or relying on reported information. End User agrees that it is solely responsible for having adequate and legally compliant Materials/documents under applicable laws.

d. EXCEPT AS SPECIFICALLY STATED HEREIN, NO ORAL OR WRITTEN INFORMATION OR ADVICE NOR ANYTHING CONTAINED HEREIN SHALL CREATE A WARRANTY, AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE ACCURACY, VALIDITY, COMPLETENESS OR BREADTH AND DEPTH OF ANY INFORMATION PRODUCTS OR CONSUMER REPORTS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, CONDITIONS MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT OR NON-INFRINGEMENT OF THIRD PARTY.

8. **END USER REPRESENTATIONS AND OBLIGATIONS.** Any capitalized term in this Section shall have the meaning as contemplated in the FCRA.

a. **Legal Compliance.** End User shall comply with and will not violate any applicable federal, state, local and international laws and regulations applicable to End User in connection with its procurement and use of the Consumer Reports furnished by Provider, including but not limited to the FCRA, the Driver's Privacy Protection Act (18USC § 2721 et seq., "DPPA"), the Gramm-Leach-Bliley Act, Title VII of the Civil Rights Act of 1964h, State and

Federal EEOC compliance, the Americans with Disabilities Act (42 USC § 12101 et seq.), PIPEDA, the European General Data Protection Regulation (EU 2016/679, "GDPR") or any local ordinances.

b. FCRA Certifications.

- i. Permissible Purpose. End User hereby certifies that it has a permissible purpose under the FCRA to obtain the Consumer Report and that the Consumer Report will only be used for the following permissible purpose and certifies it will not be used for any other purpose.
 1. End User's permissible purpose is employment purposes, as defined in the FCRA, including evaluating a Consumer for employment, promotion, reassignment or retention as an employee.
- ii. Disclosure and Authorizations. Prior to End User requesting a Consumer Report and/or Investigative Consumer Report for employment purposes, End User certifies that for every Consumer Report:
 1. a clear and conspicuous disclosure will be provided to the Consumer before the report may be obtained for employment purposes, in a document that consists solely of the disclosure, and such disclosure comports with all the requirements identified in the FCRA as well as any applicable state or local laws;
 2. the Consumer has authorized in writing the procurement of the report by Provider; and
 3. the information from the report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation;
 4. the report will not be ordered prior to the time allowed under any applicable federal, state or local restriction, commonly referred to as "ban-the-box" laws.
- iii. Pre-Adverse Action. End User further certifies if it wants to deny the Consumer employment or otherwise take any adverse action, based in whole or in part on the information or products provided by Provider, End User will comply with the FCRA and will:
 1. Before taking any adverse action, provide the Consumer with (a) a pre-adverse action notice, which includes Provider's information; (b) a copy of the Consumer Report; (c) description in writing, of the rights of the Consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act"; (d) any state, local or industry specific notices or requirements.
 2. Before taking any final adverse action, End User will give the Consumer reasonable time, after the copy of the report and FCRA Summary of Rights have been delivered, to dispute the accuracy and completeness of the information in the Consumer Report and will comply with all applicable laws.
- iv. Adverse Action. If End User decides, after waiting the appropriate waiting period, to take adverse action with respect to the Consumer, End User certifies it will send the Consumer notice of the adverse action taken, including the statutorily required notices identified in section 615 of the FCRA, including (1) the name, address, and phone number of Provider, (2) a statement that Provider did not make any decision to the adverse action and cannot give any specific reasons for it, (3) a notice that the Consumer has the right to dispute the accuracy or completeness of the information contained in the Consumer Report, and (4) to obtain a free copy of the Consumer Report from Provider within sixty (60) days.
- v. Investigative Consumer Report. End User further certifies that it will comply with FCRA §606 et seq. and will not request an Investigative Consumer Report as defined by the FCRA (report containing information on Consumer's character, general reputation, personal characteristics, or mode of living through personal interviews), unless:
 1. It is clearly and accurately disclosed to the Consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics and/or mode of living may be made, and such disclosure is made in writing and includes a statement informing the Consumer of his rights to request additional disclosures of the nature and scope of the investigation and a written summary of rights; and

2. In addition to the disclosure requirements identified above, if the Consumer makes a written request within a reasonable amount of time End User will provide: (1) information about whether an Investigative Consumer Report has been requested; (2) if an Investigative Consumer Report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Provider's contact information, including complete address and toll-free telephone number. This information will be provided to the Consumer no later than five (5) days after the request for such disclosure was received from the Consumer or such report was first requested, whichever is the latter.
- vi. Continuing Certification. End User certifies that each and every time it places an order or requests a Consumer Report regardless of the ordering method, it is at the time of that order reaffirming its certifications contained in the foregoing sections (i)-(v).
- c. State Certifications. If applicable, End User agrees to the following:
 - i. California Requirements. End User hereby certifies that it will comply with the Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., the Consumer Credit Reporting Agencies Act ("CCRAA"), and California Civil Code Sections 1785.1 et seq. if the End User is located in the State of California, and/or the End User's request for and/or use of information products pertains to a California resident or worker.
 - ii. Vermont Certification. If End User is a user of Vermont Consumer Reports, End User certifies that it will comply with the applicable provisions of Vermont law, including without limitation, Section 2480e of the Vermont Fair Credit Reporting Statute.
 - d. Acknowledgment. End User certifies that it has received a copy of the Notice to Users of Consumer Reports (16 C.F.R. Part 601, Appendix C), as provided in Exhibit B, and agrees to abide by the requirements therein (either directly or through End User third party vendors), or the most current version issued by the Consumer Financial Protection Bureau ("CFPB"). End User further certifies it has received a copy of the Summary of Consumer's Rights under the FCRA (16 C.F.R. Part 601, Appendix A), as provided in Exhibit C, and End User agrees to provide a copy, or the most current version issued by the CFPB, to the Consumer when required under applicable law.
 - e. General Obligations for the use and security of Consumer Reports.
 - i. End User agrees that data obtained from Public Records and contained in a Consumer Report may not be used to threaten, intimidate, harass, or injure any individual, including sex offender registrants or family members.
 - ii. End User agrees not to resell, sub-license, deliver, display or otherwise distribute any of the information products as described in the Description of Service or as otherwise addressed herein, whether alone, in conjunction with End User own data, or otherwise, except as required by law or as consented to by the Consumer.
 - iii. End User agrees that it shall use the Consumer Reports for a one-time use, shall hold the report in strict confidence, and will not disclose it to any third parties that are not involved in the employment decision, except if required by law or other legal responsibility; however, End User may share the Consumer Report or portions thereof with a third party for legal, contractual or audit requirement provided End User has disclosed to Consumer that the report may be shared and the Consumer has authorized End User to do so. End User must obtain a certification from the third party that the third party will comply with applicable laws and any data, storage or confidentiality provisions contained herein prior to disclosing the Consumer Report.
 - iv. End User shall make commercially reasonable efforts to ensure that its designated and authorized users shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

- v. End User agrees to maintain copies of any written authorizations obtained by End User for at least five (5) years.
- vi. End User understands that anyone who knowingly and willfully obtains information on a Consumer from a Consumer Reporting Agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both.

f. Specific Product Requirements.

- i. Requirements for Motor Vehicle Reports (MVRs) and Driving Record. If applicable, End User hereby certifies that Motor Vehicle Reports and/or Driving Records ("MVRs") shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.) and any related state laws. END USER further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs.
- ii. Requirements for Statewide/National Criminal Repository. In accordance with federal and state laws, End User agrees that if End User seeks to use a statewide criminal repository or national criminal search, and that report contains any adverse information, End User agrees to permit Provider to conduct a county level search to obtain the most up to date information. The information contained in statewide and national criminal repositories may not be complete, up-to-date, or accurate. Provider does not guarantee, warrant or assume any responsibility for the completeness, accuracy, or validity of the information contained in the statewide or national criminal repository.
- iii. International Records and Searches. End User understands that searches may be conducted through the services of a third-party international researcher, and by ordering such component, End User is hereby consenting to the use of the international researcher. Provider cannot be the insurer or guarantor of the accuracy of the information reported. End User therefore releases Provider and its affiliated companies, officers, agents, and employees from any liability in connection with erroneous information received a result of any Non-US search, except to the extent it was directly caused by the gross negligence or willful misconduct of Provider.
- iv. DBS/DS/ANI. Where End User requests Provider to supply Information which Provider sources from the UK's Disclosure & Barring Service ("DBS"), Disclosure Scotland ("DS") and/or AccessNI ("ANI"), End User undertakes that, to the extent required of End User under applicable laws, it will: (i) observe and fully comply with the DBS / DS / ANI Code of Practice; (ii) only request the standard, enhanced or PVG checks for roles that meet the appropriate legislation; (iii) make all Consumers aware of the DBS / DS / ANI Code of Practice at the start of the recruitment process and make a copy available to any Consumer on request; (iv) have a satisfactory written policy on the recruitment of ex-offenders and issue a copy of that policy to all Consumers at the start of the recruitment process; (v) include a statement on its application forms or accompanying documentation that DBS / DS / ANI information on the Consumer will be requested in the event of the Consumer being offered a position; (vi) include a statement on its application forms or accompanying documentation that a criminal record will not necessarily be a bar to obtaining a position; (vii) have a written policy on the secure storage, handling, retention and disposal of information which Accurate sources from the DBS / DS / ANI; (viii) ensure that identity validation of Consumers is undertaken in accordance with DBS / DS / ANI guidelines; (ix) confirm that Provider or its data suppliers play no part in the recruitment decision; (x) assist Provider with any audit by DBS and/or will otherwise ensure that the End User is complying fully with the DBS / DS / ANI Code of Practice.
- v. Data Sources. Notwithstanding anything contrary in the Agreement, the data sources which make up the Services have been created and are maintained by others, including various data suppliers, the department of motor vehicles, employers, educational institutions, individual references or state and federal courts and other agencies which are not under the control of Provider. Therefore, Provider cannot guarantee that the information provided from these sources is absolutely accurate or current. Responsibility for the accuracy and the currency of the data rests solely with the various state agencies, data suppliers and other contributors who create and

maintain said data sources. Provider utilizes Transunion, Equifax, Themis, and The Work Number as data suppliers for certain criminal, credit and employment components of the Consumer Report. In order to receive the data provided by these data providers, End User agrees to hold harmless and waive any claims against The Work Number, Transunion, Equifax, Themis and any future Provider data supplier relating to the accuracy or currency of the information contained in the data sources.

- vi. Massachusetts CORI. To the extent End User is requesting Provider to provide Massachusetts iCORI information: (i) End User notified the Consumer in writing of, and received permission via a separate authorization for Provider to obtain and provide CORI information to End User; (ii) End User is in compliance with all federal and state credit reporting statutes; (iii) End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws or regulations and (iv) will provide Provider with the annual salary for the position for which the subject is being screened.
- vii. Privacy. The Parties agree to the following:
1. End User agrees, to the extent that End User receives personal data from Provider which Provider has transferred, transfers, or causes or caused to be transferred to the United States from a third country with enhanced data protection laws, End User, in addition to complying with applicable law, shall: (1) use such personal data for the permissible purpose to which is has certified and in accordance with the terms of the notice provided to, and the consent obtained from, the individual to whom the personal data pertains; (2) take reasonable and appropriate measures to protect such personal data from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the use of the data and the nature of the personal data; (3) use such personal data only in ways that are compatible with the purposes for which it has been collected or subsequently authorized by the individual; (4) provide individuals with access to such personal data and afford them the opportunity to correct, amend, or delete such personal data, except where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in the case in question, or where the rights of persons other than the individual would be violated; and (5) notify Provider if End User subsequently determines that it can no longer meet the aforementioned obligations and, in such case, shall either cease using the personal data or take other reasonable and appropriate steps to remediate the situation which prompted End User to provide such notice to Provider.
 2. To the extent that Provider, acting as a processor/agent for End User, receives personal data from End User that End User has transferred, transfers or causes to be transferred from a third country with enhanced data protection laws for Provider to process under the Agreement, Provider shall (1) process such personal data only for the limited and specified purpose of carrying out its obligations under the Agreement as instructed by End User and otherwise as required by applicable law, (2) take reasonable and appropriate measures to protect such personal data from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the use of the data and the nature of the personal data (3) cooperate with reasonable and appropriate steps by End User to ensure that Provider is processing the data consistent with End User's instructions under the applicable data protection laws, and (4) will notify End User if Provider subsequently determines it can no longer meet the obligations contained herein and will either cease processing the personal data or take other reasonable and appropriate steps to remediate the situation which prompted Provider to provide such notice to End User.
 3. End User acknowledges they are aware of international data protection laws and the enhanced protection granted by the General Data Protection Regulation to residents in the European Economic Area ("EEA"), Switzerland, and the United Kingdom. End User has determined they do not have a need to place orders for candidates residing in these areas, nor for information originating in any of these locations. End User shall not place orders for such residents or request information which must be obtained from the EEA, Switzerland, or the United Kingdom without first signing the approved Standard

Contractual Clauses. Any such orders prior to executing the Standard Contractual Clauses shall constitute a violation of the terms of this agreement.

9. INDEMNIFICATION.

- a. To the extent permitted by law, End User shall indemnify, defend and hold harmless Provider, its successors and assigns, officers, directors, employees, agents, vendors, credit bureaus and suppliers from and against any and all third-party claims, suits, proceedings, damages, costs, expenses (including without limitation reasonable attorneys' fees and court costs) arising from: i) End User's negligence, willful misconduct or intentional wrongdoing; ii) End User's violation of any federal, state or local law, ordinance or regulation or the End User's application of any law or legal interpretation thereof; iii) End User's Materials provided in connection with the Services under this Agreement; iv) the scope and comprehensiveness of the Consumer Report being requested; and v) End User's breach of any of its representations, warranties or certifications made in this Agreement, which may include Amendments thereto.
- b. Provider shall indemnify, defend and hold harmless End User, its successors and assigns, officers, directors, and employees, from third party claims, suits, proceedings, damages, costs, expenses (including without limitation reasonable attorneys' fees and court costs) arising from: i) Provider's willful misconduct or intentional wrong doing in the performance of its Services; and ii) any claim that the Provider's Services infringe or misappropriate any intellectual property right of third party.
- c. The Parties' intend for the indemnity obligations set forth above to apply even if a claim or loss arises in part by the Indemnified Party. In such event the Indemnifying Party's obligations shall be reduced in proportion to the contributing willful misconduct, negligence or other contributing fault of the Indemnified Party.
- d. The Indemnified Party shall give Indemnifying Party prompt written notice (a "Claim Notice") of any losses or discovery of facts on which Indemnified Party intends to base a request for indemnification. Indemnified Party's failure to provide a Claim Notice to Indemnifying Party does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party except to the extent the Indemnifying Party is directly prejudiced as a result of the Indemnified Party's failure to give Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related losses (to the extent that the nature and amount of the losses are known at the time). Indemnified Party shall furnish promptly to Indemnifying Party copies of all papers and official documents received in respect of any losses. The Indemnifying Party will have control over the defense and settlement of any claim with counsel of its own choosing which is acceptable to the Indemnified Party, whose consent shall not be unreasonably withheld. The Indemnified Party shall have the right to participate, at its own expense and with counsel of its choice, in the defense of any claim or suit that has been assumed by the Indemnifying Party. The Indemnified Party shall reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of the claim. The Indemnifying Party shall not settle or compromise any claim which requires a finding or admission of fault without the prior written consent of the Indemnified Party, whose consent shall not be unreasonably withheld.
- e. Nothing in this Agreement shall be interpreted as a waiver of sovereign immunity or consent to be sued by a third party on the part of End User.

10. LIMITATION OF LIABILITY.

- a. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST REVENUES, INCOME, OPPORTUNITY, OR PROFIT) ARISING FROM PROVIDER SERVICES. WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. PROVIDER'S AGGREGATE LIABILITY, IF ANY, SHALL NOT EXCEED THE AMOUNT PAID BY END USER TO PROVIDER FOR THE SERVICES PERFORMED OVER THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. MISCELLANEOUS.

- a. Notices. Any notices relating to this Agreement must be in writing. Notice to the Parties will be sent to the Parties' respective principal business offices via private mail courier service, or registered or certified mail, postage prepaid, and will be deemed given on the date of delivery. Notices may be sent via email for expedited delivery, but a copy must also be sent using one of the afore-mentioned methods. Emails to Provider may be sent to legal@accurate.com. Emails to End User should be sent to [REDACTED].
- b. Governing Law. This Agreement is entered into in the State of Florida and shall be governed by and construed according to the laws of the State of Florida without regard to any conflict of law provision. Any claims or proceedings shall be brought only in the State or Federal Courts sitting in St. Johns County, Florida or the Middle District of Florida, Jacksonville Division, and each Party consents to the exclusive jurisdiction of such court.
- c. Force Majeure. Neither Party is responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, acts of God, states of emergency, and/or public health crises) that prevent it from meeting its obligations under this Agreement.
- d. Interpretation. This Agreement shall be construed as if it were jointly prepared. Both Parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End User and an officer of Provider. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. Entire Agreement. This Agreement (which shall include all current and future exhibits hereto) and Scope of Work, if any, embodies the entire understanding between Provider and End User with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written relating thereto. If there are any conflicts between this Agreement and any Scope of Work, the terms and provisions in this Agreement shall prevail unless stated otherwise in the Scope of Work.
- f. Amendment. This Agreement may only be amended, modified or updated by mutual written agreement of the Parties. However, any pricing or package updates may be modified or updated when acknowledged by End User.
- g. Assignment. Neither Party shall assign this Agreement or any interest herein or allow the same to be assigned by operation of law or otherwise without the prior written consent of the other Party; provided however, Provider may transfer or assign this Agreement to any of its Affiliates or successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- h. Waiver. No delay or omission by either Party in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law in equity or by statute, or operate as a waiver of such right, power or remedy.
- i. Severability. If any one or more of the provisions contained in this Agreement or any applicable Participation Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision of this Agreement or any applicable Participation Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the applicable Agreement or Participation Agreement.

- j. Relationship of the Parties. It is understood and agreed to by the Parties that they are independent entities, and nothing contained herein, or any Addendum hereto, shall be construed as creating a joint venture, partnership, licensor-licensee, principal-agent, master-servant, employer-employee, mutual agency relationship or association between or among the Parties.
- k. Electronic Signature. This Agreement may be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement.
- l. Survival of Terms. The rights and obligations of the Parties which by their nature survive, shall survive this Agreement. Specifically, all obligations to indemnify a Party shall survive the termination or expiration of this Agreement and any security or confidentiality provisions.

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IN WITNESS WHEREOF, the Parties executed this Master Agreement on the dates indicated below.

"End User" (Company Name)

Accurate Background, LLC
"Provider"

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A – Access Security and Data Disposal Requirements

For the purposes of this Exhibit, the term “Authorized User” means an End User employee that the End User has authorized to order and/or access the Services and who is trained on the End User obligations under this Agreement with respect to the ordering and use of the Services.

With respect to handling Consumer Reports from Provider, End User will:

1. Ensure that only Authorized User can order or have access to the Services. Any hard copies are securely stored in a locked cabinet. Each Authorized User must have his own individual and unique login to access the Services.
2. Ensure that Authorized Users do not order Consumer Reports for personal reasons or provide them to any third party except as permitted by the Agreement.
3. Ensure that all devices used by End User to order or access the Services are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures.
4. Take all necessary measures to prevent unauthorized ordering of or access to the Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the user IDs, and any passwords End User may use, to those individuals with a need to know.
5. If End User electronically sends, transfers or ships any Consumer Reports, End User shall encrypt the Consumer Report using the following minimum standards, which standards may be modified from time to time by End User: Advanced Encryption Standard (AES), minimum 128-bit key, encrypted algorithms.
6. Monitor compliance with the obligations of this Agreement, and immediately notify Provider if End User suspects or knows of any unauthorized access or attempt to access the Services, including, without limitation, a review of each End User invoice for the purpose of detecting any unauthorized activity.
7. Use commercially reasonable efforts to assure data security when disposing of Consumer Reports or records obtained from Provider. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of End User activities (e.g. the Federal Trade Commission) applicable to the disposal of Consumer information or records. End User will either shred or otherwise permanently destroy all hard copies of Consumer Reports when no longer needed. End User will erase and overwrite or scramble any electronic files containing any Consumer Reports and Consumer information when no longer needed and in accordance with applicable laws.

EXHIBIT B – Notice to Users of Consumer Reports

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

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 REPORTS

A. Users Must Have a Permissible Purpose

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

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

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making

"prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

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

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

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the

establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

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

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

A. Employment Other Than in the Trucking Industry

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

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

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

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

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an

adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

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

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer

does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

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

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

The CFPB's website, www.consumerfinance.gov/learnmore, 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. § 1681 et seq.:

| | |
|--------------|------------------|
| Section 602 | 15 U.S.C. 1681 |
| Section 603 | 15 U.S.C. 1681a |
| Section 604 | 15 U.S.C. 1681b |
| Section 605 | 15 U.S.C. 1681c |
| Section 605A | 15 U.S.C. 1681cA |
| Section 605B | 15 U.S.C. 1681cB |
| Section 606 | 15 U.S.C. 1681d |
| Section 607 | 15 U.S.C. 1681e |
| Section 608 | 15 U.S.C. 1681f |

| | |
|-------------|-------------------|
| Section 609 | 15 U.S.C. 1681g |
| Section 610 | 15 U.S.C. 1681h |
| Section 611 | 15 U.S.C. 1681i |
| Section 612 | 15 U.S.C. 1681j |
| Section 613 | 15 U.S.C. 1681k |
| Section 614 | 15 U.S.C. 1681l |
| Section 615 | 15 U.S.C. 1681m |
| Section 616 | 15 U.S.C. 1681n |
| Section 617 | 15 U.S.C. 1681o |
| Section 618 | 15 U.S.C. 1681p |
| Section 619 | 15 U.S.C. 1681q |
| Section 620 | 15 U.S.C. 1681r |
| Section 621 | 15 U.S.C. 1681s |
| Section 622 | 15 U.S.C. 1681s-1 |
| Section 623 | 15 U.S.C. 1681s-2 |
| Section 624 | 15 U.S.C. 1681t |
| Section 625 | 15 U.S.C. 1681u |
| Section 626 | 15 U.S.C. 1681v |
| Section 627 | 15 U.S.C. 1681w |
| Section 628 | 15 U.S.C. 1681x |
| Section 629 | 15 U.S.C. 1681y |

EXHIBIT C – Summary of Consumer’s Rights under the FCRA

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC.20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under 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 identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore 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 your 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 choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended

fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **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: |
|---|---|
| <p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p> | <p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p> |
| <p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>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.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p> | <p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street, Alexandria, VA 22314</p> |
| <p>3. Air carriers</p> | <p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p> |
| <p>4. Creditors Subject to the Surface Transportation Board</p> | <p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p> |
| <p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p> | <p>Nearest Packers and Stockyards Administration area supervisor</p> |
| <p>6. Small Business Investment Companies</p> | <p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p> |
| <p>7. Brokers and Dealers</p> | <p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p> |
| <p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p> | <p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p> |
| <p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p> | <p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p> |

Accurate Background, Inc.- Confidential & Proprietary

EXHIBIT D – PACKAGES AND PRICING SCHEDULE

Packages

| Standard Package | |
|--|----------------|
| Product Name | Package Total |
| SSN/National Address Locator- One Name | \$0.75 |
| County Criminal History - 7 Yr. - Unlimited Counties Searched Nationwide based on 7-yr. SSN Trace- Counties the candidate has lived | \$5.00 |
| AccurateReach- Includes National Criminal Database | \$3.25 |
| Department of Justice Nationwide Sex Offender | \$1.75 |
| Standard Package Total: | \$10.75 |

| Standard Package + MVR + FMCSA | |
|--|----------------|
| Product Name | Package Total |
| SSN/National Address Locator | \$0.75 |
| County Criminal History - 7 Yr. - Unlimited Counties Searched Nationwide based on 7-yr. SSN Trace- Counties the candidate has lived | \$5.00 |
| AccurateReach- Includes National Criminal Database | \$3.25 |
| Department of Justice Nationwide Sex Offender | \$1.75 |
| MVR | \$1.00 |
| Pre-Employment Screening Program FMCSA | \$16.50 |
| Standard Package + MVR + FMCSA Total: | \$28.25 |

| Standard Package + MVR | |
|--|----------------------|
| Product Name | Package Total |
| SSN/National Address Locator | \$0.75 |
| County Criminal History - 7 Yr. - Unlimited Counties Searched Nationwide based on 7-yr. SSN Trace- Counties the candidate has lived | \$5.00 |
| AccurateReach- Includes National Criminal Database | \$3.25 |
| Department of Justice Nationwide Sex Offender | \$1.75 |
| MVR | \$1.00 |
| Standard Package + MVR Total: | \$11.75 |

| Annual MVR Search Package | |
|---|----------------------|
| Product Name | Package Total |
| MVR | |
| Annual MVR Search Package Total: | \$1.00 |

| FMCSA Package | |
|--|----------------------|
| Product Name | Package Total |
| Pre-Employment Screening Program FMCSA | |
| FMCSA Package Total: | \$16.50 |

| Pulmonary Function Test | |
|---------------------------------------|----------------------|
| Product Name | Package Total |
| Pulmonary Function Test (PFT) | |
| Pulmonary Function Test Total: | \$99.50 |

Add-ons

| Drug Screen Options | |
|--|-------------------|
| Product Name | Unit Price |
| 10 Panel Urinalysis - Lab Drug Test- Includes MRO and Collection | \$25.50 |
| 9 Panel Urinalysis - Lab Drug Test- Includes MRO and Collection | \$25.50 |
| 5 Panel Urinalysis - Lab Drug Test- Includes MRO and Collection | \$25.50 |
| 10 Panel Rapid Urinalysis Lab Drug Test - Includes MRO and Collection | \$25.50 |
| 9 Panel Rapid Urinalysis - Lab Drug Test - Includes MRO and Collection | \$25.50 |
| 5 Panel Rapid Urinalysis - Lab Drug Test Includes MRO and Collection | \$25.50 |

| Recommended Searches | |
|--|-------------------|
| Product Name | Unit Price |
| References - 7 Questions- Per References _ Customize Questions | \$7.50 |
| Employment - 7 Years- Unlimited Employers | \$14.30 |
| Education - Highest Degree | \$5.20 |
| Child Abuse Registries | \$8.00 |
| Workers Comp | \$15.00 |
| Professional License | \$5.00 |
| Global Watch | \$1.95 |
| Federal Criminal - 7 Yr. - unlimited districts | \$2.50 |
| Statewide Criminal History - 7 Yr. - unlimited states where statewide is allowed | \$4.20 |

| Adjudication & Adverse Action | |
|--|-------------------|
| Product Name | Unit Price |
| Pre-Adverse Action Notification (per letter) | \$1.45 |
| Adverse Action Notification (per letter) | \$1.45 |
| Client Report Scoring - Needs Review | \$0.00 |

- * US Based Customer Support 24/7 Via Live Chat, Phone and Email
- * Dedicated Account Care Team
- * No Set up Fees, Monthly or Annual Fees
- * No Onboarding / Training Fees
- * Weekly Ongoing Training Available online each week
- * No Integration Fee
- * Omnia Exclusive Pricing Applied- <https://public.omniapartners.com/suppliers/accurate/contract-documentation>

Accurate Background, Inc.- Confidential & Proprietary

Terms & Conditions:

- Statutory fees may be imposed in certain counties on criminal searches across the United States. These fees are verified with the courts directly and will be billed only where applicable. A list of statutory fees is available upon request and is subject to change without notice due to changes in court impositions of such fees.
- Employment and Education Verifications conducted through third party entities may carry additional fees, which will only be billed when applicable. In countries where schools or former employers levy fees to complete an Employment or Education Verification these will be converted to USD and invoiced accordingly. The amount of such fees is subject to change without notice.
- Motor Vehicle Reports and Statewide Criminal Searches may carry additional fees, which will only be billed when applicable. A list of state fees for Motor Vehicle Reports and Statewide Criminal Searches is available upon request and is subject to change without notice due to changes in state impositions of such fees.
- International criminal search fees vary based on country/territory.
- If potential records (i.e., criminal records) are uncovered through the National Criminal Database, National Sex Offender and/or a Statewide search in a county that was not previously uncovered by the National SSN/Address Locator, a local county felony/misdemeanor search will be added to the package at the a la carte rate listed of \$5.00.
- Drug Test Collection Fees are for "In Network" locations only. Additional fees may apply for Out of Network locations.
- A pass-through fee of \$2.82 is applied for searching the National Drivers Registry.

(866) 875-3299 | **Contact Us**



MENU

REGISTER

Accurate Background

Background Screening

accurate.

Overview

**Contract
Documentation**

Solutions

Resources

Pre-Employment Background Screening, Related Products and Services

Region 4 ESC - TX

Contract Number: R191301

January 1, 2020 to December 31, 2022

Option to renew for two (2) additional one-year periods through
December 31, 2024

Executive Summary

- Executive Summary
- Due Diligence

Master Agreement Documents

- Official Signed Contract

- Contract Award Documents
- Contract Update 1
- Contract Update 2
- Contract Update 3

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

**REQUEST CONTRACT
INFORMATION**

PRICING INFORMATION

ON-DEMAND NOW!

Live Roundtable Discussion

Getting back to business – how to re-staff quickly and efficiently
without introducing risk to your organization!

Thursday, October 1st

1:00pm CST



Doug Cloutier

Vice President of Staffing and Government Solutions



Bon Idziak

Chief Compliance and Government Relations Officer



accurate.

Contact Information

Email: partnerships@accurate.com

Phone: 949.242.6551

SUPPLIER WEBSITE



Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name**

Last name**

Company name**



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Accurate Background, LLC. (Vendor Name) hereby provides notice of the following update to

Contract number: R191301 for Pre-Employment Background Screening, and Related Products and Services on this date November 16th, 2020
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other _____
____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Additional packages/pricing added to the contract. See page 2.

Submitted By: Steven Grover

Approved Date 11/19/2020 | 7:09 AM PST

Title: Senior Director, Partnerships

Denied Date _____

Contact Number: +1.949.609.2279

Email Address: sgrover@accurate.com

DocuSigned by:
Robert Engelmann
Region 4 ESC: _____
081D33BB0130490...

| Product | Old Pricing | New Pricing | Notes |
|-------------------------------|--------------------|--------------------|---|
| AccurateReach | \$3.50 | \$3.25 | Change made by Finance after pricing submitted to Region 4 |
| 7 YR Employment | \$5.14 | \$5.14 | Same Price: 7YR Single Employment |
| Drug Screening Non-DOT | \$22.50 | \$25.50 | More specific description (Non DOT- 5-10 plus e & XCup, instead of just saying "Non DOT") |



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Accurate Background, LLC. hereby provides notice of the following update to
(Vendor Name)

Contract number: R191301 for Pre-Employment Background Screening, and Related Products and Services on this date September 9, 2020
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other _____
____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Additional packages/pricing added to the contract.

Submitted By: Steven Grover

Approved Date 9/30/20

Title: Senior Director, Channel Sales

Denied Date _____

Contact Number: +1.949.609.2279

Email Address: sgrover@accurate.com

DocuSigned by:
Robert Zingelmann
Region 4 ESC: _____
UBTD338B0130490...

- AccurateReach: \$3.50
- DOJ Sex Offender: \$1.75
- 10YR County Crim: \$9.85
- 10YR Employment: \$26.75
- 7YR Employment: \$5.14
- Employment Plus (10 attempts x 10 days): \$24.68
- OIG: \$2.23
- SAM: \$5.50
 - Alias \$6.50
- Drug Screening
 - Non-DOT: \$22.50
 - DOT: \$29.85
- National Practitioner Databank: \$7.00
- FACIS 1, 1M and 3
 - 1: \$3.00
 - 1M: \$6.50
 - 3: \$6.00
- Adult Abuse Registries: \$8.00
- Child Abuse Registries: \$8.00
- Judgements: \$25.00
 - Alias \$26.60
- State and Federal Tax Liens: \$5.50
 - Alias: \$7.10
- Corporate Party Affiliations: \$15.00
 - Alias: \$16.00
- Michigan Quick Check: \$3.00
- Global Watch: \$1.95
- 7YR Federal Criminal: \$2.50
- 7YR State Criminal: \$4.20
- Document Collection: \$4.45
- Gap Analysis – EMP: \$5.14
- Workers Comp: \$15.00
- References: \$7.50
- Consent-Based SSN Verification: \$7.50



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Accurate Background, LLC. hereby provides notice of the following update to
(Vendor Name)

Contract number: R191301 for Pre-Employment Background Screening, and Related Products and Services on this date May 27, 2020
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. this form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers
 Addition
 Deletion
 Supporting Documentation

Price Update
Supporting Documentation

Products/Services
New Addition
Update Only
Supporting Documentation

Discontinued Products/Services
Supporting Documentation

States/Territories
Supporting Documentation

Other _____
Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Effective on March 26th, 2020 – Accurate Background completed the acquisition of CareerBuilder Employment Screening, LLC. The combined entity will now operate under the Accurate Background brand.

Press Release: <https://www.accurate.com/about-us/news/accurate-background-announces-completion-of-careerbuilder-employment-screening-acquisition/>

Submitted By: Steven Grover

Approved Date 6/1/2020 | 8:59 AM PDT

Title: Senior Director, Channel Sales

Denied Date _____

Contact Number: +1.949.609.2279

Email Address: sgrover@accurate.com

DocuSigned by:
Robert Engelmann
Region 4 ESC: _____
081D33BB0130480...

Accurate Background Announces Completion of CareerBuilder Employment Screening Acquisition

Strengthens Workforce Screening Industry Leadership, Grows Breadth and Depth of Product Portfolio, Customer Service Team and Technology Innovation

Irvine, California, March 26, 2020 – Accurate Background, a leading provider of compliant, automated workforce screening solutions, today announced that it has completed its previously announced acquisition of CareerBuilder Employment Screening (CBES) from CareerBuilder. The combined entity will now operate under the Accurate Background brand, focused on growing global adoption of its background checks, drug and health testing, I-9 verifications and services portfolio, and delivering technology innovation, customer service and candidate experience at scale.

In conjunction with today's news, the company also announced two new additions to Accurate's executive leadership team. Kristen Whitt joins as Senior Vice President, Operations and Cheryl Cerkoske joins as Vice President of Sales. Kristen previously served as Executive Vice President at CBES, while Cheryl served as VP of Sales at CBES. "Kristen and Cheryl have been integral to CBES' success in partnering with businesses of all sizes to expedite their employment screening process. We are excited to have them join our leadership team as we broaden our reach and accelerate business growth," said Tim Dowd, President and COO of Accurate.

"The completion of our acquisition of CBES represents a tangible step forward in leading the industry with one of the most comprehensive workforce screening solutions available," said Dave Dickerson, Founder and CEO of Accurate. "Our combined talent, innovative products and services and scale are exactly what enterprise, mid-market and small business customers need to simplify their background screening processes and ensure they remain fully compliant with today's complex regulatory requirements."

The acquisition of CBES, which offers highly complementary background screening and drug-testing services and technology to employers in the U.S. and abroad, strengthens Accurate's pre-and post-employment screening market

leadership and will accelerate the company's mission to deliver the most innovative and comprehensive screening services. Through a strategic partnership agreement, CareerBuilder will continue to offer Accurate's employment screening services to clients.

"The completion of the CBES acquisition places Accurate in a strong leadership position in the workforce screening market and represents an opportunity for us to broaden our reach and impact with existing and new customers," said Dowd. "I look forward to working closely with our new colleagues that are joining us from CBES, and officially welcoming them as Accurate employees. I'd also like to thank the CareerBuilder management team for supporting this process and look forward to our continued strategic partnership."

Financial terms of the transaction were not disclosed. The Apax Digital Fund, the technology-focused growth equity fund advised by global private equity advisory firm Apax Partners, supported the transaction with an investment in Accurate.

Barclays and Stifel served as financial advisors to Accurate and the Apax Digital Fund. Latham & Watkins, LLP and Simpson Thacher & Bartlett served as legal advisors to Accurate and the Apax Digital Fund, respectively. PJT Partners and Bowstring Advisors, a division of Citizens Capital Markets, are serving as financial advisors and Sidley Austin LLP is serving as legal advisor to CareerBuilder.

About Accurate Background

Accurate Background is a trusted provider of automated workforce screening. U.S. and international clients across all industries, from emerging businesses to Fortune 500 companies, rely on their compliant solutions. Accurate Background is accredited by the Professional Background Screening Association and has been recognized by Inc. 5000, Deloitte Technology Fast 500, and the Workforce Hotlist. To learn more, visit accurate.com.

Media contacts

Vikki Herrera

Seismic for Accurate Background

vikki@teamseismic.com

408-206-7009

Region 4 Education Service Center (ESC)

Contract # R191301

for

Pre-Employment Background Screening, Related Products
and Services

with

Accurate Background, LLC

Effective: January 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Accurate Background, LLC, effective January 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of October 22, 2019 by and between Accurate Background, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of pre-employment background screening, related products and services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-13 for Pre-Employment Background Screening, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor, having its principal place of business at 7515 Irvine Center Drive, Irvine CA 92618 and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal

iv. RFP and any addenda

- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by both parties.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC or other time period as mutually agreed depending on the deficiency. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue

all other applicable remedies afforded by law, if Contractor fails to cure such default within thirty days after notice. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

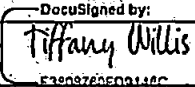
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third party claims, damages, losses and expenses to the extent such damages, losses and expense arise out of or result from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage that Contractor deems appropriate for the type of services the subcontractor is performing and/or providing.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Accurate Background, LLC
Address 7515 Irvine Center Drive
City/State/Zip Irvine CA 92618
Telephone No. 800.784.3911
Email Address twillis@accurate.com
Printed Name Tiffany Willis
Title Corporate Counsel
Authorized signature 

Accepted by Region 4 ESC:

Contract No. R191301

Initial Contract Term January 1, 2020 to December 31, 2022

Faye D. Bryant
Region 4 ESC Authorized Board Member

10/22/19
Date

Faye D. Bryant
Print Name

Linda F. Tinnerman
Region 4 ESC Authorized Board Member

10/22/19
Date

Linda F. Tinnerman
Print Name



accurate.

Prepared exclusively for:

Region 4 Education Service Center

Response to Proposal

Pre-Employment Background Screening, Related Products and Services

Solicitation Number 19-13

John Lazarczyk
Partner Alliance Manager
949.242.6551
jlazarczyk@accurate.com
7515 Irvine Center Drive
Irvine, CA 92618
accurate.com

August 15, 2019

Crystal Wallace
Region 4 ESC
7145 West Tidwell Road
Houston, TX 77092

Hello:

Thank you for inviting Accurate to participate in your Request for Proposal for candidate screening services. Our response is enclosed.

Accurate is the premier partner to companies such as the California State University System, Amazon, and Union Bank to streamline the screening experience through intelligent technology and passionate people. We are industry leaders providing the accuracy you demand and the personalized customer support you deserve.

Service and technology for a better screening experience:

- ✓ **Speed is critical to your ability to make a hiring decision and our technology is designed to deliver the best possible turnaround times. Most reports are delivered in less than 2 business days.**
- ✓ **Our quality is consistent with an accuracy rate greater than 99.994%.** Quality control and best practices are embedded in every facet of our organization — from our people to our technology.
- ✓ **We tailor your program to your unique workflow and business needs.** Our pre-built integration with leading ATS providers keeps the candidate onboarding process consolidated and streamlined.
- ✓ **Our dedication to customer service is reflected in our 97%+ client satisfactory ratings and our US-based customer and candidate support.**
- ✓ **We offer a global presence.** We employ a consultative approach to help clients create global screening programs that recognizes the diversity of the candidate pool and fulfills regional regulations.
- ✓ **Our intuitive technology offers automated compliance forms management** to fulfill best practices throughout the process and present required forms to candidates based on geography.

Additionally, Accurate is a nationally recognized and certified minority-owned corporation. Spend with our company will count towards your diversity goals.

I look forward to speaking with you on how a partnership with Accurate can bring value to your organization and its candidate screening program.

Warm regards,

John Lazarczyk
Partner Alliance Manager

a) Products/Pricing

i. Respond to APPENDIX D, Price Proposal.

Pricing is provided below in Appendix D.

ii. Describe products, service and background screening service packages. Will a participating agency be able to create a background screening service package(s) based on their needs? Detail your response.

We offer an array of innovative, technologically advanced solutions that are both customizable and scalable, and include domestic & international background screening, verifications, drug testing and health screening, electronic I-9 and E-Verify, and ATS integration. Additionally, we can help with regulatory services, compliance guidance, and adjudication. We consistently exceed clients' expectations by providing highly customizable, scalable solutions, and unbeatable hands-on service. We make continual improvements to our already easy to use, extremely user-centric web-based system making Accurate the most advanced background screening company in the industry.

Region 4 ESC and any participating agency is able to customize an unlimited number of packages based on organizational needs and the position type. The components contained within each package can depend on their relevancy to perform job functions and the level of influence each role carries. Higher positions can be tied to more comprehensive background check packages, which can include a spectrum of criminal searches and verification searches. Accurate will work with Region 4 ESC to establish packages that meet the needs of each position type while remaining cost-effective.

iii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Accurate will work with Region 4 ESC to provide the best possible, aggressive rate our organization can offer throughout the life of the partnership. We offer tiered pricing based on volume and we encourage our clients to utilize the background screening process for contractors and third party providers which will provide further volume discounts.

iv. Describe how customers verify they are receiving Contract pricing.

As a premiere account for Accurate, Region 4 ESC would be assigned Executive Sponsorship. Executive sponsored, premier clients are aggressively priced and provided with the best possible rate our organization can offer throughout the life of the partnership. We offer Quarterly Business Reviews as an interactive forum to determine both parties' perspective on how to further improve the relationship and introduce continual cost-savings. Because of these standard practices, Accurate has retained virtually every premier account and has extremely high client retention percentages. As our economy ebbs and flows, Accurate continuously works with our clients to provide and price services that fit within their budget spectrum.

Accurate believes in true partnerships with our clients and we're happy to break down package costs at the individual component level. There will be complete transparency in all pass-thru and statutory fees in every product and service we offer.

v. Describe payment methods offered.

Accurate's preferred method of payment is by check or ACH direct deposit however we accept multiple methods of payment including credit card transactions or P Cards. We also accept payment with multiple credit cards from different cardholders.

vi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Business Reviews (BRs) are assembled and presented by your Account Manager to address program/account management, performance reporting, and ensure Region 4 ESC's standards of service are being met. These BRs consist of statistical data and qualitative analysis addressing overall performance, turnaround times, and fees. We review the key areas which will further streamline Region 4 ESC's overall background screening processes and potentially reduce costs. We also will introduce new products and services that can further improve your needs in a changing industry. The details that are presented to clients include a cohesive outline of business unit financial impact, identify areas of improvement, and can be customized to meet Region 4 ESC's specific required metrics. All aspects of the customer experience are analyzed to provide information for meaningful dialogue concerning Accurate Background's performance and employment screening trends for your organization.

As a result of the BR process and our focus on process improvements, we have consistently shown significant cost savings and operational improvement.

vii. Describe how future product introductions will be priced and align with Contract pricing proposed.

The pricing of future product/service introductions will align with your proposed pricing structure.

viii. Provide any additional information relevant to this section.

Accurate would recommend a "Waste Walk" by our Six-Sigma certified Solutions Consultants to better understand Region 4 ESC' current employment screening program in full detail. This will help us to determine where there may be redundancy or unneeded products/services that Siemens may be currently employing unnecessarily. Based on contract terms, Accurate is happy to offer this service free of charge and part of the discovery and subsequent implementation of our screening services.

Additionally, many other supporting services are included in our per usage price:

- Training
- Project management
- Account management
- Service support
- Custom reports
- ATS Integrations
- Document uploads
- System Maintenance

We continue to create back-office efficiencies and leverage technology for automation to keep driving our cost down to offer the best price in the market.

Appendix D

RFP 19-13

Pre-Employment Background Screening, Related Products and Services

PRICE PROPOSAL

A. BACKGROUND SCREENING SERVICE PACKAGES

1. New General Employee Package. Provide package and pricing related to screening a new general employee. Following items: Form I-9/E-Verify; SSN Trace; criminal check; national sex offender check; and national security watch list (OFAC) check.
\$10.66
*Does not include I-9/E-Verify - tiered pricing is below in B.
UNBUNDLED BACKGROUND SCREENING SERVICES
2. New Management Employee Package. Provide package and pricing related to screening a new management-level employee. Following items: Form I-9/E-Verify; SSN trace; employment credit report; criminal check; national sex offender check; driver license check; national security watch list (OFAC) check; and education verification.
\$19.36
*Does not include I-9/E-Verify - tiered pricing is below in B.
UNBUNDLED BACKGROUND SCREENING SERVICES
3. Existing General Employee Package. Provide package and pricing related to screening an existing general employee. Following items: SSN trace; criminal check; national sex offender check; and national security watch list (OFAC) check.
\$10.66
4. Existing Management Employee Package. Provide package and pricing related to screening an existing management-level employee. Following items: SSN trace; criminal check; national sex offender check; and national security watch list (OFAC) check; and education verification.
\$15.86
5. International Package. Provide package and pricing related to screening international potential and existing employee. Following items: Form I-9/E-Verify; SSN trace; employment credit report; criminal check; national sex offender check; driver license check; national security watch list (OFAC) check; and education verification.
\$18.61
*Does not include I-9/E-Verify - tiered pricing is below in B.
UNBUNDLED BACKGROUND SCREENING SERVICES

B. UNBUNDLED BACKGROUND SCREENING SERVICES

| Service | Unit Price (Employee) | Unit Price (Other) | Average Turnaround Time | Notes |
|--|------------------------------|---------------------------|--------------------------------|--------------|
| Social Security Number Trace & Locator | \$0.75 | | 0.00 business days | |
| Criminal Database (National) | \$2.50 | | 0.28 business days | |
| Criminal History | \$5.00 | | Less than 1 business day | |
| Federal Criminal Records | \$2.50 | | 0.26 business days | |
| U.S. Criminal Records History | \$6.60 | | Less than 1 business day | |
| Consumer Credit History | \$2.50 | | 0.46 business days | |
| Professional License Verification | \$5.00 | | 1.32 business days | |
| Education Verification | \$5.20 | | 2.50 business days | |
| Employment Verification | \$5.14 | | 3.01 business days | |
| Motor Vehicle/Driving Record | \$1.00 | | 0.34 business days | |
| State Sex Offender Search | \$1.75 | | 0.15 business days | |
| National Sex Offender Search | \$1.75 | | 0.15 business days | |
| Adverse Action (Letter Service) | \$1.45 | | Varies | |
| National Security Watch List (OFAC) | \$1.56 | | 0.29 business days | |
| SSN Trace | \$0.75 | | 0.00 business days | |
| County Criminal Search (7years) | \$5.00 | | Less than 1 business day | |
| State Criminal Search | \$4.20 | | 0.86 business days | |
| County Civil Search | \$6.03 | | 1.80 business days | |

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| | | | | |
|--|----------|--|---|--------------------|
| Social Media Screening | \$37.00 | | 1-2 business days | |
| Department of Transportation (DOT) Employment Verification | \$18.40 | | 2.56 business days | |
| Rescreening/ Continuous Monitoring Services | n/a | | Varies | (Please see below) |
| Fair Chance Initiative (Letter Service) | \$1.45 | | N/A | |
| Department of Justice (DOJ) Verification | \$5.00 | | N/A | |
| Others (List below): | | | | |
| I-9/E-Verify Set-up fee | \$495.00 | | Varies based on how it takes the employer/candidate to complete | |
| I-9/E-Verify Tier 1 <100 | \$7.15 | | | |
| I-9/E-Verify Tier 2 101-499 | \$6.10 | | | |
| I-9/E-Verify Tier 3 500-999 | \$4.95 | | | |
| I-9/E-Verify Tier 4 1000-1999 | \$3.60 | | | |
| I-9/E-Verify Tier 5 2000-4999 | \$2.50 | | | |

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| | | | | |
|----------------------------------|--------|--|--|--|
| I-9/E-Verify Tier 6 5000-9999 | \$2.20 | | | |
| I-9/E-Verify Tier 7 >20000 | \$2.05 | | | |
| I-9/E-Verify Tier 8 >20000 | \$1.85 | | | |

Rescreening/ Continuous Monitoring Services

| Total Drivers Monitored | Pricing per person per month |
|--------------------------------|-------------------------------------|
| 1-25k | \$3.33 |
| 25,001-100,000 | \$2.70 |
| 100,000+ | \$2.18 |

| Total Monitored | Pricing per person per month |
|-------------------------|-------------------------------------|
| 100k/month | \$0.44 |
| 10/month | \$0.90 |
| 1mm/month (lowest tier) | \$0.09 |

C. IN-PROCESSING/ONBOARDING SERVICES

1. What is the fee for in-processing/onboarding services and how is the fee charged (e.g. per hire, per item processed)?

Accurate does not charge a fee for in-processing/onboarding services.

2. Are there any implementation fees? If not implemented upon contract execution, would there be future implementation fees? If so, please list those fees below.

Accurate does not charge implementation or integration fees.

3. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated with providing in-processing/onboarding services? If so, please list below.

Accurate does not charge fees for these services.

1. Are there any implementation fees? If so, please list below.

Accurate does not charge any implementation fees.

2. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated for providing background screening services? If so, please list below.

Accurate does not charge fees for these services.

3. Are there Compliance Consulting Services? If so, detail the services and fees?

Yes - Accurate offers Compliance Consulting Services at no additional cost.

We believe that keeping clients aware of current industry trends, significant issues, and program enhancements is a high priority. We will work with Region 4 ESC diligently to ensure compliance. We are proactive with notifications, compliance consultation, and education for all of our clients:

- Changes with FCRA and state specific guidelines are communicated through email notifications, posted on our company website, in our quarterly newsletter, through free webinars, on Twitter and Facebook, and/or through your dedicated Account Manager.
- Any new products, services, or trends related to such changes are communicated through email and/or your Account Manager.
- Accurate, along with our legal partners have presented multiple webinars and best practices presentations to provide a comprehensive analysis of "Ban-the-Box", "Fair Chance Ordinances", and the EEOC's guidance and steps that employers can take to mitigate their risk of challenges under Title VII. In addition, we regularly host complimentary client dinners across the country that include educational seminars on the ever-evolving background screening industry. These presentations are pre-approved for two hours of general Human Resources Certification Institute (HRCI) credits and allow an open forum for dialogue and questions.
- Accurate's Automated Adjudication is an automated rules engine that provides the business intelligence to correctly adjudicate each background search based on client defined guidelines and state or local compliance requirements. We will assist you in developing guidelines that both meet your threshold for risk and comply with local, state and Federal laws regarding employment decision.

E. FORM I-9/E-VERIFY SERVICES

1. What is the per unit fee for E-Verify services?

E-Verify/I-9 costs are based on tiered pricing – please refer to the pricing table in B. UNBUNDLED BACKGROUND SCREENING SERVICES.

2. What is the per unit fee for Form I-9 services?

E-Verify/I-9 costs are based on tiered pricing – please refer to the pricing table in B. UNBUNDLED BACKGROUND SCREENING SERVICES.

3. Can these fees be included as part of a packaged price for background screening services? If so, please include a copy of the packaged pricing options.

Please refer to the pricing table in B. UNBUNDLED BACKGROUND SCREENING SERVICES.

4. Are there any implementation fees? If so, please list below.

Accurate does not charge implementation fees.

5. Are there any fees for requesting audit copies and/or any fees for expert audit consultation? If so, please list below.

There are no fees for requesting audit copies or audit consultation.

6. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated with providing Form I-9 verification services? If so, please list below.

Accurate I-9 provides electronic conversion and correction of historic Form I-9s. Your digitized forms are securely stored for easy retrieval. Additional fees apply.

F. Department of Justice (DOJ) Verification

1. Would your firm have the ability to register with any State DOJ for the purposes of fingerprint background check that requires it? Describe the process by which you would apply for such registration.

While Accurate has partners to help facilitate the fingerprint collection, we do not channel the request to the FBI or integrate the fingerprinting collection due to restrictions at the federal level and the government limiting the number of approved FBI channeling agents. Our role is typically to verify FBI criminal results provided to your organization as we don't have access to those results directly. While Accurate can verify the results of the FBI check, our role in doing so may subsequently prolong your current turnaround times. Most often we find that any results provided on the FBI criminal check have already been run through our system based on where the candidate has lived as part of the standard county and/or statewide criminal check.

Accurate is continually reviewing the needs of our clients and the landscape of our industry; we adjust and increase our service offering to ensure we are providing industry-leading solutions that are efficient and valuable to our clients' screening programs and our operations. We are willing to explore options with Region 4 ESC throughout the life of the partnership to see how we can best meet your needs.

2. What are the per unit fee(s) for DOJ services?

Not applicable - Accurate does not provide DOJ services, such as fingerprinting.

3. Can these fees be included as part of a packaged price for background screening services? If so, please include a copy of the packaged pricing options.

Not applicable - Accurate does not provide DOJ services, such as fingerprinting.

4. Are there any implementation fees? If so, please list below.

Not applicable - Accurate does not provide DOJ services, such as fingerprinting.

5. Are there any fees for requesting audit copies and/or any fees for expert audit consultation? If so, please list below.

Not applicable - Accurate does not provide DOJ services, such as fingerprinting.

6. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated with providing DOJ verification services? If so, please list below.

Not applicable - Accurate does not provide DOJ services, such as fingerprinting.

G. Are there any discount programs? If so, please describe discounted fee schedule based on projected volume in your cost proposal. If volume exceeds this number, state what the additional discount fee would be.

Accurate will work with Region 4 ESC to provide the best possible, aggressive rate our organization can offer throughout the life of the partnership. We offer tiered pricing that goes down as your business grows and your demand goes up.

H. Do you offer adverse action letter fulfillment/solutions to clients? If yes, please describe the available resources and procedures involved. Please indicate in your cost proposal if there any additional fees for this option. Please provide the procedure utilized by your firm and sample action notices.

Accurate manages the electronic distribution of state required subject notification letters, pre-adverse action letters, and adverse action letters (including the required report copy and Summary of Rights to the consumer). Samples of all federal and state compliance required documents and forms are available at no extra cost.

The general procedure is as follows:

- The applicable state and federal notifications are sent electronically based on Region 4 ESC's hiring guidelines pre-configured in Accurate's proprietary Automated Adjudication.
- If our Automated Adjudication delivers a "doesn't meet requirements" determination based on Region 4 ESC's hiring guidelines, Accurate will automatically release the pre-adverse action letter.
- At this time the candidate can contact Accurate directly to dispute the report and we will assist the candidate with any questions at that time.

- If during the 5-business-day period the candidate does not contact our offices, the adverse action letter will be emailed out.

Our system features email tracking to ensure delivery of all electronic notices. If we do not receive successful confirmation of the electronic delivery within the allotted time-frame, Accurate prints and mails each notice. Notification delivery status and details are viewable through the client portal at any time.

Please refer to the cost proposal for this service fee.

1. Does your organization provide guidance or subject matter expertise in the form of a compliance professional, in-house counsel, etc.? Indicate any additional fees for this option.

Yes, Accurate provides guidance and subject matter expertise through an in-house Compliance Team, legal counsel, and legal partners. There are no additional fees for guidance or subject matter expertise.

We are compliance specialists with an in-house team dedicated to researching the ever-evolving compliance landscape and educating our clients and staff on Federal and local changes in laws that impact the background screening industry. Accurate works closely with five law firms that specialize in employment/labor law, compliance, and regulatory matters to ensure compliance with the FCRA. Through our partnership with our retained counsel (Latham & Watkins LLP, Arnall Golden Gregory LLP, Seyfarth Shaw LLP, Hudson Cook LLP, and Troutman Sanders LLP), Accurate has access to over 400 legal representatives and remains current on FCRA, FCRA state analogues, and changes in laws that impact the screening process.

Every facet of our company reflects the best practices of our industry – from our processes to our technology.

Automated Tools to Keep You in Compliance

Our system is equipped with triggers and geography tracking to fulfill best practices under the FCRA and Federal, State, and local regulations. Automated procedures include electronic Disclosure & Authorization, special jurisdiction and Fair Chance Ordinance forms, automated results scoring (adjudication) powered by business intelligence, and electronic Pre/Post-Adverse Action notification delivery with email tracking. Our system's intuitive geography tracking and dynamic rules engine presents the necessary documents to candidates based on several factors: Position Location, Candidate's Location, Package Components, Custom Configurations, and more.

Proactive Education & Consultation

We make keeping clients aware of current industry trends, significant issues, and program enhancements a high priority.

- Changes with FCRA and state specific guidelines are communicated through email notifications, posted on our company website, in our quarterly newsletter, through free webinars, on Twitter and Facebook, and/or through your dedicated Account Manager.
- Accurate, along with our legal partners have presented multiple webinars and best practices presentations to provide a comprehensive analysis of "Ban-the-Box", "Fair Chance Ordinances", and the EEOC's

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guidance and steps that employers can take to mitigate their risk of challenges under Title VII.

- In addition, we regularly host complimentary client dinners across the country that include educational seminars on the ever-evolving background screening industry. These presentations are pre-approved for two hours of general Human Resources Certification Institute (HRCI) credits and allow an open forum for dialogue and questions.

b) Performance Capability

iv. Provide a complete description of technology and security. Include integration, infrastructure, data and reporting.

- **List technology or software requirements needed to use your system (i.e., browser versions, etc).**
Accurate services are provided via a secure web-based interface, so there are no hardware or system requirements in place. All that is required is a computer with Internet access and an Internet browser application. We have designed our applications to work best for the users of the three latest versions of Microsoft Internet Explorer and the current versions of Firefox™, Chrome, and Safari. For optimal viewing, we recommend our clients to set their screen resolution to at least 1024x768 and have JavaScript enabled.
- **How are services ordered? Provide a description of your ordering process. Include any demo codes, if these are available. Is your on-line site available 24/7, 365days?**
Accurate's user-centric, web-based system automates the process of requesting, collecting, and managing all types of background information; we successfully interface the "human factor" with the most advanced web-based order, tracking, and retrieval system. The only system requirement to utilize Accurate's online solutions is a standard web browser. Our technology provides the opportunity to streamline internal processes and create consistency across all divisions. We have the flexibility to customize solutions to address your unique needs – as well as the needs of each of your regions, divisions, locations and individual users.

Options for submitting background check orders include:

- **JSON API Integration** – Through our JSON REST API, Accurate offers a greater level of flexibility to your organization and reduces the amount of customization and development time needed to create new technology interfaces across web and mobile applications.
- **ATS Integration** – Accurate can integrate with Region 4 ESC's ATS, HRIS, or other system to obtain the data required for the background check. We can also send the background check status and results back into the ATS/HRIS system.
- **Hybrid ATS Integration/Candidate Entry** – For required information not collected or passed through your ATS, Accurate will send an invitation to the candidate to login and complete the remaining required information. This hybrid solution also enables Accurate to manage and fulfill consent and compliance forms electronically.
- **Candidate Portal** – An email request is sent to the candidate, who enters the remainder of the information for their background check online. Electronic Disclosure & Authorization and geography-intuitive compliance forms are executed through our secure website. This solution is fully mobile optimized for candidates to submit profile information, upload photos of essential documents, contact us via LiveChat, and sign their consent with the touch of their finger.
- **Recruiter Portal** – Online entry of requests and candidate information by Region 4 ESC's users.
- **Batch File Transmission** – Transfer of bulk data for background checks through a secure transmission method.

Yes, Accurate's online technology is available 24/7 to submit requests. Real-time results will be returned 24/7, while other results such as county criminal searches and employment verifications are only returned during core business hours.

- ***Describe your security policies.***

Highly-Protected Infrastructure - We have a primary data center hosted on the CenturyLink Tier 3 facility in Irvine, California; and Disaster Recovery sites at TierPoint facilities in Chicago, Illinois and Charlotte, North Carolina. Each data center employs multiple security measures to enhance physical security. Security guards at each nondescript, unmarked building assist in physical access controls. Badge-only access, man-trap entry, and/or biometric readers, as well as ongoing video surveillance. Our data center is designed to monitor the environmental infrastructure and provide early-warning notifications. Monitoring the mechanical, electrical and other critical systems ensures high availability and timely response to events.

Intrusion Prevention - There are Intrusion Prevention Systems (IPS) placed at Accurate's firewalls to prevent unauthorized access, and Intrusion Detection Systems (IDS) set up at the network and host levels to block and alert us to any unusual activities. We utilize Symantec Endpoint Protection; our host-based intrusion prevention system (HIPS) uses TruScan proactive threat scanning to prevent zero-day attacks and at the same time locks down the desktop so that only authorized applications can run.

Highest Level of Encryption - Our database is encrypted and fields are masked, including all personal identification information. We have layered authorizations on internal employees' permissions. Their permissions are controlled by Windows authentication, user-level roles and rules. Our database and production application is hosted at an off-site data center so that the information is physically separated from the processing center. Access points to the data are all behind Windows or web-based authentication. Accurate's web-based interface utilizes AES 256-bit TLS encryption for authentication.

Vulnerability Scanning /Testing - Accurate's Security Team routinely performs a full system test and scans for any vulnerabilities. Accurate has hardened every server according to its use, and set up regular scans to check for any type of vulnerability and detect weaknesses. There are systems in place that scan and update the servers with the latest patches on a weekly basis or whenever a critical patch needs to be installed.

- ***What is the password policy (specific password requirements, frequency of password changes, procedure for lost user ID and password)?***

Yes. Our password management policy is as follows:

- Password must be at least 8 characters long.
- Password must contain 3 of the following an uppercase character, a lower case character, a number and/or a special character [!@#\$\$%^&*()] to comply with the password complexity domain policy.
- Password cannot contain user's full name or account.
- New password must not be similar to current password

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- Reuse of the previous 6 passwords is not allowed.
- The maximum number of time a password can be attempted is three. After the threshold has been violated, the user's password or ID will be suspended.
- Passwords will be required to change after 60 days. The password must be used at least 10 days before it can be changed.
- Passwords should not be recorded where they may be easily obtained.
- Passwords must be changed immediately if it is suspected that they may have become known.

Accurate supports Salted Secure Hashing Algorithm (SSHA512) and up to AES 256-bit secure access and password protection, the highest level of encryption available. Access points to the data are all behind Windows or web-based authentication. Strong password formatting is required and the user is automatically required to change their password every 90 days. For clients, we offer the configurable options to enforce strong password requirements and password expiration policies. For instance, Accurate can force passwords to expire at given intervals desired by the client. User IDs and passwords are revoked after a configurable number of incorrect password attempts (the standard is three attempts). For privacy purposes, clear text representation of the password is suppressed upon entry.

- ***What are the policies regarding the proper maintenance and disposal of personally identifiable information?***

Accurate is required under the FCRA to store data. We have a complex Record Retention Policy that is fully compliant with the requirements set forth by the Fair Credit Reporting Act and General Data Protection Regulation. We retain all records for at least 5 years for audit, compliance, and reference purposes.

Data covered by our Record Retention Policy includes but is not limited to:

- Electronic communications
- Business and client correspondence
- Documents
- Spreadsheets
- Databases
- Customer records
- Employee records
- Client and partner information
- Transactional data
- Contracts
- Sales, invoice and billing information
- Accounting, banking, finance, earnings and tax data
- Other data produced and collected in fulfilling business activities

After searches are complete, Region 4 ESC may request that Accurate purge all candidate information from the Accurate active database (email, SSN, DOB, and address) for any searches completed prior to a certain date. For example, Region 4 ESC could contact Accurate to have them purge all requests that occurred prior to a date 90 days earlier from today's date.

The IT Department will be held responsible for the coordination and completion of the disposal process for back-up data and tapes. The disposal

will be documented. We check the IT asset for any vital information contained in it or for any use the asset may have for testing purposes.

After a thorough examination, the asset will be purged. Data will be purged in accordance with local regulations. Depending on the usefulness, the asset will be reused in a testing environment or disposed of at a recycling facility.

- ***Explain your retention and disposal policy. Describe your data recovery/backup system.***

Accurate has a complex Record Retention Policy that is fully compliant with the requirements set forth by the FCRA and General Data Protection Regulation. We retain all records for at least 5 years for audit, compliance and reference purposes. There is no limit to the amount of data we can store. Current and former clients may contact our Client Resolutions Team to retrieve archived data on an approved media of their choice at no additional cost.

The backup strategy at Accurate is the Grandfather/Father/Son solution. The Grandfather/Father/Son rotation scheme uses a combination of full and differential or incremental backups for a daily, a weekly and a monthly backup. Backups are performed nightly.

Accurate maintains documented policies regarding business continuity and disaster recovery. The Disaster Recovery plan is used to protect corporate resources and employees in the event of a natural disaster. We safeguard the organization's vital records and critical applications to ensure the continued availability of essential Accurate services. The Plan documents a set of procedures to initiate a sufficient recovery response time to a disaster involving data center recovery and human resource allocation. This process includes restore of operations in critical servers within 8 hours. The Plan is reviewed and tested on a yearly basis. This is handled by the Vice President of Infrastructure and the SysAdmin team.

- ***Who maintains the application? Where is your application hosted?***

Our application is maintained by Accurate's in-house technology team. We have three Centers of Excellence in Irvine, California, Southern Pines, North Carolina, and Bangalore, India. We have three data centers hosted on the Cyxtera facilities in Irvine, California, Chicago, Illinois and Raleigh, North Carolina for redundancy and disaster recovery. Our data centers deliver world-class infrastructure and managed services through Tier-1 backbones with the diverse path connectivity and fully redundant power and environmental systems. Formal monitoring, logging, and event management processes are employed in the Technical Support Center to maintain advanced tiers of technical support across our nationwide data centers.

Our data centers have successfully completed external SSAE 18 and ISO 27001 audits, certifying that Accurate follows defined policies and business procedures recognized as best practices for providing a secure, stable data center environment.

Each data center employs multiple security measures to enhance physical security. Security guards at each nondescript, unmarked building assist in physical access controls. Badge only access, man-trap entry, and/or biometric readers, as well as ongoing video surveillance, assure that only

authorized, verified personnel access secured areas. Each data center is equipped with redundant power components to assure continuous power availability. Uninterruptible power supply systems (UPS) and diesel powered generators provide the necessary power during utility interruptions, such as weather-related events or transmission system failures. An ample supply of on-site diesel fuel assures sufficient backup power during extended interruptions.

Our data centers are designed to monitor the environmental infrastructure and provide early-warning notifications. Monitoring the mechanical, electrical and other critical systems ensures high availability and timely response to events. Early detection of controls such as temperature and humidity further enhances our delivery. Highly sensitive smoke and heat detectors, along with automated moisture detectors, constantly monitor equipment areas, alerting of changes beyond precise tolerances.

- ***How do you isolate the information from one client to the other?***
Accurate's data is only accessible via our front-end customized applications, which reside on their own demilitarized zone and include security mechanisms to control who has access to the data according to each client's requirements.

When background check result reports are opened, user role and permissions are confirmed. Accurate will only display the result report if the user has the proper permission levels to view it. Sets of security layers, roles, and permissions are in place to logically segregate the data between clients.

- ***How is access controlled?***
Accurate's database is encrypted and fields are masked, including all personally identifiable information. We have layered authorizations on internal employees' and verification specialists' permissions. Their permissions are controlled by windows authentication and user-level roles and rules. Our database and production application is hosted at an off-site data center so that the information is physically separated from the processing center. Access points to the data are all behind Windows or web-based authentication.

The encryption method is provided by a third-party application that encrypts all databases and backups currently hosted at the servers. Accurate uses AES 256-bit encryption on every database in the system.

- ***Are all the activities of your employees logged and traceable?***
For each transaction, Accurate's system logs every change in status a request may go through such as: requested and pending, awaiting applicant input, in Quality Control, completed, etc.

For network logging and auditing, all activity and access is logged to ensure no breaches of security, including intrusion detection at both the network and host levels.

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- ***What notifications do you provide throughout the background screen process? Do you provide notification if a search result is delayed and if so provide details? Describe process of individual to questions the accuracy of the report, including the response time to the individual.***

Accurate follows a well-documented, standardized process for reporting status of a background check.

Recruiter notifications

Notification and timing preference are customizable:

- Request Submitted Successfully
- Candidate Declined Invitation
- Reminder email (candidates who have not submitted their information)
- Compliance Letters sent (Pre-Adverse and Adverse Action letters)
- Background report needs further review
- Carbon copy emails
 - Background report completed
 - Adjudication results for reports
 - Drug Results for both Negative and Positive results
- Other Information Needed
- Release Needed
- Request Expiration

In addition to receiving the notifications listed above, Region 4 ESCrequestors can check the status of an order at any point through our intuitive online technology. Client email notifications will be customized to meet Region 4 ESC's unique process requirements during implementation. Known court delays are posted within your Accurate account and online using social media. When tracking a request that is delayed more than 72 hours, Accurate will contact the specific researcher or verification affiliate to investigate the nature of the delay and advise Region 4 ESC through online activity notes available for your review on a real time basis within your online account.

Candidate notifications

Email notifications and text alerts to the candidate and their timing preference are customizable. Examples of such notifications include:

- Invitation to submit information to initiate their background check
- Reminder to those candidates who have not yet entered their information
- Invitation expiration
- Confirmation of information submitted successfully
- Other information needed
- Release needed

- ***How do you protect the confidentiality of the information?***

Accurate's internal security and management of data is vital due to the sensitive nature of data collected. Policies, procedures and processes are in place to ensure supreme security. Accurate's facilities are secured and restricted to authorized personnel, who use a sophisticated electronically controlled access system.

Additionally, our security measures include:

- TLS encryption for secure data
- Certificate of Authority with 256-bit encryption
- Intrusion Detection and Database Encryption employed
- Advanced firewall and virus detection technologies in place

Accurate has a highly-protected infrastructure to ensure the confidentiality of data received. Each data center employs multiple security measures to enhance physical security. Our data centers have completed successful SSAE 18 SOC1 and SOC 2 Audits. These provide assurance that Accurate follows defined policies and business procedures recognized as best practices for providing a secure, stable data center environment. Upon contract award, we are pleased to share the conclusions of the report with Region 4 ESC.

Accurate has certified that it adheres to the Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability.

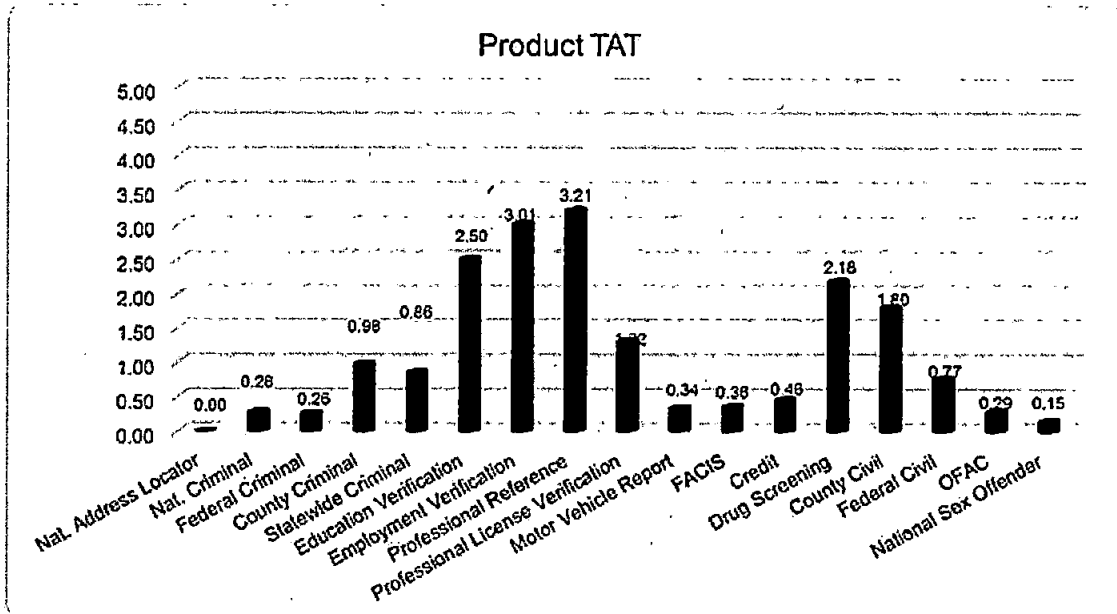
v. Describe how Offeror responds to emergency orders.

To deliver the quickest turnaround possible, Accurate begins to process all components of the package immediately after the candidate information is submitted. We make every effort to provide the fastest available turnaround in all situations. When certain searches are requested to be expedited we do add additional attention and monitoring to the process. When expedited service is requested, it is our goal to make sure constant communication exist between the Accurate Account Manager and the Key contact at Region 4 ESC. Your Account Manager will assess the situation and do everything in our control to process the background as quickly as possible. The information reported by Accurate comes from third parties and each background check is different, so the cost, turnaround and success rate for expedited searches varies.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting timelines.

Turnaround times vary based on the comprehensiveness of the package required by Region 4 ESC. The average turnaround time for packages requiring criminal background checks is less than 1 business day. The average turnaround time for packages requiring verification of education and employment is less than 3 business days.

The following are Accurate Background's current average turnaround times for some of our core background screening service components:



vii. Describe Offeror's ability to meet service and warranty needs.

Accurate prides itself on quick turnaround, exceptional data integrity, and high-touch support. We are willing to commit to a Service Level Agreement (SLA) based on average performance metrics. The following is an example of a SLA that will be negotiated based on overall package components and turnaround times at the point of contract award.

- Package Search Results – x% within 3 business days
- Accuracy Rate – 99.994%
- Issues Response Time – 1 hour (i.e., critical issues that have been escalated to the Account Manager)
- System Uptime – 99.5% availability

viii. Describe your quality control procedures you follow to ensure accuracy in reporting results.

Accurate has strong quality control and audit techniques in place to minimize reporting mistakes and ensure the accuracy of our results. Quality assurance disciplines are embedded in our procedures throughout the fulfillment process. We closely monitor accuracy and the quality of our results, including carefully tracked metrics on any background checks that are disputed by the consumer. **As a result of the quality management procedures we have in place, we consistently maintain an accuracy rate greater than 99.994%.**

- We pride ourselves on the completeness of the searches conducted. **Researchers are trained to conduct comprehensive reviews of the court records.** For example, an candidate name submitted as Smith, John A. would provide matches of Smith, John A.; Smith, John Alex; and Smith, John. Many other companies return only exact name matches. Additionally, **all criminal hits must be identified by at least two identifiers** (Name, Date of Birth, Social Security Number, or Address.)
- Every criminal record goes through a quality and compliance review before the final report is presented to the client. This review evaluates the

completeness of the results and **verifies that the details being reported are in compliance with FCRA, federal, state and local laws and regulations.**

- For the most up-to-date, accurate data, Accurate goes directly to the source of information. **We leverage automation through our proprietary CourtAxis technology to pull criminal records directly from the courthouse where electronically available.**
- Due to the inaccuracies in databases, **we do not lead with a database search**; instead, we use them as a tips and leads tool to identify potential records where candidates may not have lived and verify all hits at the original source of information.
- **Accurate has a quality assurance department** to monitor data integrity as well as the accuracy of the reports provided.
- **Field validation exists for standard fields** such as date fields, SSN fields, Driver License numbers and address fields.
- Accountability for quality also rests with each individual that touches your order. Accurate conducts random audits of researcher work by sending requests known to have "hits" (unbeknownst to the researcher/verifier) and comparing results with what we know to be validated. **Our random sampling and testing technique ensures consistent and compliant reporting and results.**
- **Our commitment to quality and consistency is formalized by our NAPBS Accreditation.** This recognition is the industry "seal" and governed by professional standards and strict guidelines regarding operational procedures and search result dissemination. Recertification occurs every two years pending an organization-wide audit.
- ***Describe your methodology to ensure turnaround time reports***

a. Are you able to generate turnaround time reports for each order placed and for each search conducted?

We realize your organization's need to make rapid, informed decisions and our technology provides our partners with increased efficiency and improved automated workflows:

- Our CourtAxis™ technology pulls information from the courts electronically as if we were physically in the courthouse. 86% of these searches auto-close with no manual intervention. With many courts still using onsite terminals or antiquated clerk-assisted processes, Accurate has a multi-layered network of researchers to obtain the court information.
- We have invested in load-balancing technology to further improve turnaround times and further diversify volume distribution.
- Searches are processed simultaneously.
- Forward-thinking we are partnering with other large customers to lobby courts to progress their antiquated processes to the widespread use of electronic records. We are also leveraging historical metrics to engage machine-learning for criminal record process optimization.
- Our criminal researchers are continually audited and tested on turnaround time and quality.
- Field validation exists to ensure the quality of information submitted through Accurate's web portal.

Yes. Turnaround time reports are available for each order that is placed and each search conducted. Turnaround time can be reported through our AccurateInsights dashboard and broken down by city, state, and/or location.

b. Do you notify customer if there is a delay?

Yes. Background check requestors can receive email notifications at several different points in the process including: upon receipt/initiation of the background check, status of additional information required in order to complete the search, information regarding delayed searches, and upon completion of the package.

When tracking a request that is delayed more than 72 hours, Accurate will contact the specific researcher or verification affiliate to investigate the nature of the delay and advise Region 4 ESC through online activity notes available for your review on a real time basis within your online account. Turnaround time is tracked from the date and time a request is received. Should this solution be integrated, results can be fed directly into your ATS.

ix. Describe customer service and ongoing success.

Dedicated Account Manager

Region 4 ESC's account will be serviced by your dedicated Account Manager. This Account Manager will handle issue escalation, account monitoring, and any procedural, technical, or training questions. This screening professional will have the authority to address any situation that may arise and has access to various departments for quick issue resolution.

Account Representative Team

Additionally, a team of Account Representatives will be available for layered backup support and to provide on-demand statistical reporting on Region 4 ESC's program metrics.

US-Based Client Resolutions Team

Our award-winning, 100% US-based Client Resolutions Team delivers unparalleled service in our industry and is available to you and your candidates 24 hours per day via LiveChat, telephone, and email. All members of the team are trained in handling any technical, report, procedural, status, or training questions, and have a proven 90% success rate of resolving all inquiries on the first call.

Executive Sponsor

Accurate will assign an Executive Sponsor to ensure there is direct involvement from a senior level Accurate representative who has authority to make decisions on behalf of the company and to make sure there is hands-on involvement for escalation purposes. We find it beneficial and important to have executive involvement so we can better understand our clients' needs today and in the future.

Business Reviews & Program Monitoring

Throughout the life of the partnership, we will introduce additional program efficiencies and cost savings by facilitating monthly/quarterly Business Reviews and conducting qualitative analysis addressing performance, turnaround times, and fees. We will leverage program management, business intelligence, and data analytics to lower the total cost of ownership and convert background check data into business insights to help Region 4 ESC with its operational strategy. We will

also introduce new products and services that can further improve your needs in a changing industry. All aspects of the customer experience are analyzed to provide information for meaningful dialogue concerning Accurate's performance and employment screening trends for your organization.

Proactive Education

Keeping clients aware of current industry trends, changing laws and legislation, and program enhancements is a high priority in our partnerships. We offer ongoing compliance updates and proactive education through various platforms, educational webinars, and regional user dinners. We believe in evolving with our clients and the direction of their companies to help fulfill their ambitions.

- ***Please describe how your organization will respond to instances. What is your customer service/problem resolution process? Include hours of operation, protocol, number of services, etc.***

Once an inquiry or issue is sent to Accurate via phone, LiveChat, or email it is logged in our sophisticated CRM to monitor the case from start to finish. Our award-winning, 100% US-based Client Resolutions Team delivers unparalleled service in our industry and is available to you and your candidates 24 hours per day via LiveChat, telephone, and email. All members of the team are thoroughly trained and have a proven 90% success rate in first-call resolution.

x. Explain your firm's conflict resolution philosophy. What is your approach to resolving conflicts? How do you handle client escalations? How do you respond to customer complaints and services issues? Do you offer business reviews?

The process for resolution escalation is detailed below:

- If the issue cannot be resolved by the Client Resolutions Team Representative who discovers it, it is escalated to the Client Resolutions Team Lead.
- If the issue cannot be resolved by the Client Resolutions Team Lead, it is escalated to your Account Manager, who will then work directly with the Operations or Technical Teams to resolve the issue.
- If the issue cannot be resolved by the Operations or Technical Teams, the issue is elevated to a Review Team comprised of various department leads, your Account Manager, and your Executive Sponsor. The Executive Management Team will meet to discuss and analyze resolutions that will meet the objectives of your organization and make sure all efforts are put in place to address the matter.
- A solution is presented to the client to resolve the issue and root cause analysis is deployed to confirm the problem has been resolved to your satisfaction and will not be encountered again. Once a resolution is found, the case is closed and the record remains in our CRM tool and attached to the Account Record for future reporting on trends identified to prevent similar cases from occurring in the future.

Accurate provides customer satisfaction surveys after initial implementation and then on an annual basis to solicit client feedback. Additionally, your dedicated Account Manager will conduct user group conference calls to ensure on-going training needs are met and to provide a forum for your associates to ask any questions they may have and provide feedback.

Your Account Manager will conduct Business Reviews (BRs) to ensure Region 4 ESC's standards of service are being met. These BRs consist of statistical data and qualitative analysis addressing overall performance, turnaround times, and fees. We review the key areas which will further streamline Region 4 ESC's overall background screening processes and potentially reduce costs. We will introduce new products and services that further improve your needs in a changing industry. The details on the BRs typically include a cohesive outline of business unit financial impact and identify areas of improvement. Customer experience is analyzed for meaningful dialogue concerning our performance and employment screening trends for your organization. As a result of the BR process and our focus on process improvements, we have consistently shown significant cost savings and operational improvement.

Our commitment to excellence in both service and product fulfillment is unsurpassed and unrivaled in today's background screening industry as reflected in our 97% client satisfactory rating.

xi. Describe Offeror's invoicing process.

Accurate utilizes electronic billing invoices and attaches itemized searches in a summary report format. Clients are only invoiced for completed searches and our electronic invoices provide a variety of sorting features.

Accurate offers consolidated billing for all service components customized to capture and sort by specific requirements (i.e. billing codes, division, recruiter, or location). Custom, user-defined fields to track company code, cost center, and PO number for each request are available. These fields are captured in the monthly billing statement and charges are segregated accordingly. Consolidated email invoicing to each business unit is performed monthly and invoices are housed directly in your online account.

xii. Describe Offeror's contract implementation/customer transition plan.

- ***Describe your firm's account set-up and implementation procedure and timelines.***

Accurate believes in flexibility; time-frames, task sequence, key project milestones, or modules can always be customized and altered. A significant contributing factor to the success of our made to order screening programs is maintaining efficient communication with our clients. Accurate's Implementation Manager is Six Sigma certified and has developed our implementation methodology utilizing the Six Sigma standard, DMADV, which stands for Define, Measure, Analyze, Design, and Verify. We use each of the steps in the standard to ensure quality throughout the implementation process.

An Implementation Project Manager and dedicated Account Manager will be assigned to assist Region 4 ESC identify current business processes and define any system or workflow customizations. Based on our discovery meeting, we will recommend best practice processes and conduct gap fit analysis to identify any recommended or required changes.

The transition plan will include detail project, integration and transition plans. We will conduct user-specific training on the live system reflecting the Region 4 ESC configuration and settings and provide custom training materials.

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Our plan for set-up and implementation of Region 4 ESC's background screening program would consist of the following steps:

1. Hold initial fact-finding session to discuss Region 4 ESC's existing procedures for conducting background checks and provide recommendations for streamlining the process.
2. Clearly define all program components.
3. Determine and outline specific search requirements for each job position.
4. Identify specific locations requiring access, the system users for each location, and specific access requirements for each user. Any specific administrative requirements regarding invoicing, and email notifications, etc. will be determined at this time.
5. Assign a dedicated Implementation Project Manager, who will work to respond to user questions as implementation of the program progresses.
6. The dedicated Implementation Project Manager holds fact-finding session to discuss Region 4 ESC's existing procedures for conducting background checks and provide recommendations for streamlining the process.
7. Outline the appropriate contacts within each area and jointly determine a reasonable timeline to accomplish each component of the project.
8. Determine integration requirements and coordinate with ATS provider to implement integration based on client's needs.
9. Determine an appropriate training schedule via either one-to-one, group training sessions, and/or train-the-trainer sessions to complete training within the timeline established for implementation. Accurate will provide any training materials to facilitate training of system users.
10. Roll out training as established in step "9", above

Your dedicated Account Manager, in conjunction with the Implementation Department, will conduct thorough system and process training for each and every requestor and/or overseeing manager. Requestors will be trained on how to request searches, check status, retrieve results, report analysis, best practices, and who to contact with questions. Supporting documentation and training materials are also provided free of charge. Accurate does not charge a fee for training or any required ongoing training. We are dedicated to ensuring our clients have a positive experience utilizing our application.

A typical implementation including system integration with your ATS takes on average 6-8 weeks depending on the full system requirements. Accurate can develop a tiered implementation timeline that will allow Region 4 ESC to begin ordering using Accurate's online Recruiter and Candidate Portals within 2-3 weeks after the contract is signed. Integration requirements gathering and development with your ATS will be done concurrently. Completion of implementation and training is subject to Region 4 ESC's desired time frame and a schedule that meets Region 4 ESC's requirements will be established.

- ***Can a participating agency customize a screening program?***
Yes, a participating agencies have the option to create a customized screening program based on their unique needs and process flows.

xiii. Describe your process for training employees.

The cornerstone of our training and on-boarding process is maintaining consistency and quality in service fulfillment. Quality management is embedded in our roadmap for training and retraining our management, employees and affiliates on procedures and core values. Accurate provides formal records and information management training to our employees, which covers the following topics:

- Quality Management Training
- Standardized Document Change Request (DCR) Training
- Background Screening 101 & Product Overview
- Fair Credit Reporting Act (FCRA)

While certain training is given to all employees, a lot of the training is based on the specific job duties and requirements. These are pre-established training regimens and they are constant allowing for consistent development of job knowledge and an elite understanding of job requirements. For instance, all of our Account Managers go through an internal certification process that provides them with the skills and knowledge to manage all aspects of each account assigned to them.

Prior to utilizing any new researcher, Accurate provides extensive training on our procedures, search methodologies, and quality service expectations. They are provided with all the tools necessary and a support hierarchy to make sure that all questions are answered. Once trained, they are tested on turnaround time and accuracy before being sent any search requests. Once they are assigned searches, they are placed in an observational probationary period to make sure their performance is up to Accurate's quality standards. We also reinforce our training regularly with updates and performance evaluations.

xiv. Describe the financial condition of Offeror.

Our average growth rate is 31% for the past 5 years. Our expected revenue growth for the next couple of years is at least 25%.

Accurate is one of the top five providers in the background screening industry. We are the fastest growing company in our industry, with double-digit growth rates year-over-year. Unlike our competitors, our revenue growth is not the product of mergers and acquisitions - our company growth is driven organically through client referrals and an outstanding reputation as a hands-on provider with trustworthy results. We retain and grow our client base by consistently providing personalized support while offering industry-leading technology and innovative solutions. Accurate has a large enterprise offering with small company values.

xv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Accurate's user interface is a robust web-based platform that automates the process of requesting, collecting, tracking, and reporting on all types of background information. The only system requirement to utilize Accurate Background's online solutions is a standard web browser.

From essentially 4 simple screens, the user can input their requests for background information, track pending searches, retrieve completed results and archive information.

Client Portal

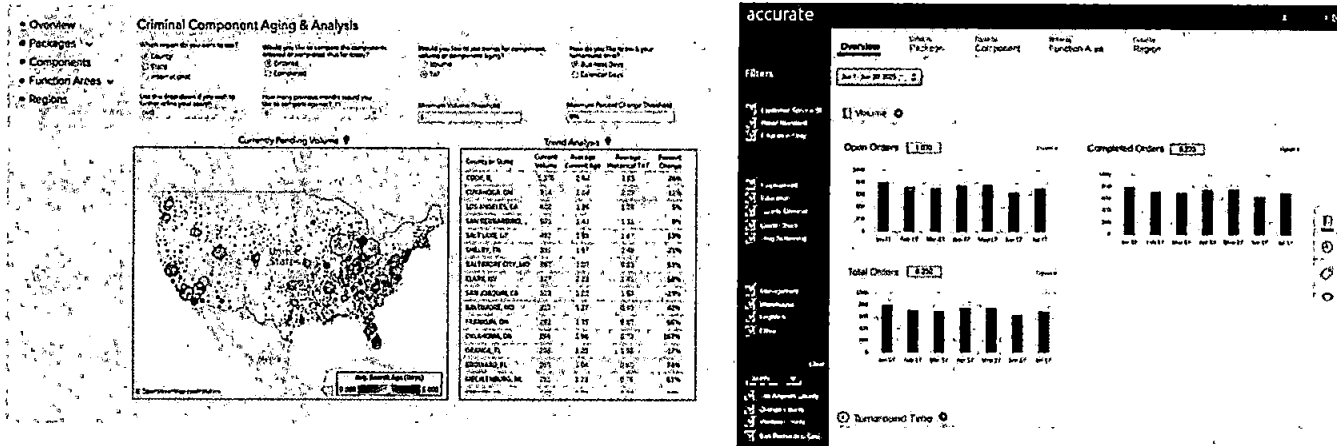
Our Client Portal features robust self-service functionality:

- **Real-Time Status:** Users can view the real-time status of pending requests and a summary of detailed results. The Summary Screen of our online web platform will provide the status of all the searches you have requested—
 - Pending: The background check search is being processed.
 - Other Information Needed: additional information is required from the recruiter to continue the search.
 - Completed: The background check is complete

The screenshot displays the 'Request Summary' page in the Accurate Client Portal. The page features a sidebar on the left with navigation links: Home, Order, Request Summary, Archive, Approval, Vendor Mgmt, Request Summary, Reports, Search, Change Password, and Log Out. The main content area shows a table of requests with the following columns: Candidate Name, Status, Order Date, Cap, Ref ID, Search, Status, Review Status, and Priority. The table contains several rows of data, including requests for 'Mark Stone', 'Kathy Koberly', 'Kathleen Oude', 'Dale Jaro West', 'Lopez, Memo', 'Smith, John - Test', 'Rodriguez, Rick', 'Whitman, Art', and 'Tate, Rex'. The status of these requests varies, with some being 'IN ADJUDICATION', 'COMPLETED', or 'CANCELLED'. The page also includes a 'Display 20 Applicants per page' option and a 'Page 17 of 17' indicator.

- **Self-Service Dashboard:** The Request Summary dashboard displays the number of days until a background check invitation expires and allows you to either archive an order or extend the expiration date of an order, which simultaneously triggers a reminder email to the candidate. Column headings are sortable according to preference.
- **Change Tracker Alerts:** This technology enhancement offers visibility into changes candidates make when submitting their background information versus what they've already provided to the employer. Change Tracker Alerts displays a visual flag for each changed component and details of the changes (what was changed, date of change, original entry, deletions).
- **Two-Person Automatic Report Scoring:** Region 4 ESC can set-up an additional compliance reviewer on all packages requiring report scoring to allow for quick escalation of hiring decisions. A drop-down will be pre-configured during implementation to include Region 4 ESC requested decision-making personnel.
- **User Access Levels:** Accurate's system will be configured with different access rights based on the user's job title and/or login. This robust User Management technology was designed specifically for the support of our large global clients who have multiple users worldwide. With our technology, Region 4 ESC has the flexibility to customize your locations and users based on your needs. The number of users our technology can support is endless. User permissions are controlled by the login username and password; once a user logs into the system, the pages and menus displayed are based on the functions specifically assigned to that user.
- **AccurateInsights (Advanced reporting dashboard):** Our advanced business analytics tool, powered by next-generation business intelligence Tableau, offers our clients self-service reporting with compelling visual

analytics and multiple dashboards containing in-depth insight into real-time data.



Candidate Portal

We understand candidates want insight into the status of their background checks from any device. With the user experience always on the forefront of our technology roadmap, Accurate has designed our services to be mobile optimized and device agnostic for candidates to submit their background information, sign their consent with the touch of their finger, receive specific disclosure forms, access the status of their background check, contact us via LiveChat, and upload essential documents, all from their mobile phone or tablet.

- **Social Media & Gmail Login:** This feature helps candidates avoid an extra step in the process and enables quick registration without the hassle of forgetting login credentials.
- **Intuitive Navigation:** Our simplistic platform leads candidates through the screening process step-by-step and allows them to save what they completed and pick up where they left off.
- **Robust Data Validation:** Errors and false data are ruled out through field-level validations, ensuring all necessary information is collected from the start.
- **Compliance Forms Triggers:** Dynamic rules engine presents the necessary documents to candidates based on several factors: Position Location, Candidate's Location, Package Components, Custom Configurations, and more.
- **Electronic Touch Signature:** Allows candidates to sign their consent with their computer mouse, stylus, or finger, eliminating the need to print forms.
- **Document Upload:** Candidates may log in to upload official documents to keep the background check progressing. The documents will be automatically tied to the order for viewing.
- **Status Transparency:** Candidates may log in to check the status of their background check, reducing the amount of inquiries received regarding updates.
- **SMS Text Updates:** Mobile notifications provide real-time status updates or requests for additional information.
- **Multi-Language Platform:** Our platform offers several language preferences to candidates.

- **Real-Time ID Verification:** Candidates may upload one of 6,000+ supported documents from around the globe and forensic checks are applied to validate the document. Data is pulled off the validated document, speeding up the user experience. Facial Recognition uses the candidate's self-portrait to match against the valid document provided.
- **LiveChat across all devices:** The portal includes 24/5 access to our helpful multilingual team based out of our U.S. office.

xvi. Describe the Offeror 's safety record .

Accurate has policies outlined on employee health and safety in our Employee Handbook, which is regularly updated and made available to all employees.

xvii. Provide any additional information relevant to this section.

- ***Describe your measures to ensure legal compliance pertaining to employment screening (i.e. FCRA, EEOC, etc.)***

We are compliance specialists with an in-house team dedicated to researching the ever-evolving compliance landscape and educating our clients and staff on Federal and local changes in laws that impact the background screening industry. Accurate works closely with five law firms that specialize in employment/labor law, compliance, and regulatory matters to ensure compliance with the FCRA. Through our partnership with our retained counsel (Latham & Watkins LLP, Arnall Golden Gregory LLP, Seyfarth Shaw LLP, Hudson Cook LLP, and Troutman Sanders LLP), Accurate has access to over 400 legal representatives and remains current on FCRA, FCRA state analogues, and changes in laws that impact the screening process.

Every facet of our company reflects the best practices of our industry – from our processes to our technology.

Automated Tools to Keep You in Compliance

Our system is equipped with triggers and geography tracking to fulfill best practices under the FCRA and Federal, State, and local regulations. Automated procedures include electronic Disclosure & Authorization, special jurisdiction and Fair Chance Ordinance forms, automated results scoring (adjudication) powered by business intelligence, and electronic Pre/Post-Adverse Action notification delivery with email tracking. Our system's intuitive geography tracking and dynamic rules engine presents the necessary documents to candidates based on several factors: Position Location, Candidate's Location, Package Components, Custom Configurations, and more.

Proactive Education & Consultation

We make keeping clients aware of current industry trends, significant issues, and program enhancements a high priority.

- Changes with FCRA and state specific guidelines are communicated through email notifications, posted on our company website, in our quarterly newsletter, through free webinars, on Twitter and Facebook, and/or through your dedicated Account Manager.
- Accurate, along with our legal partners have presented multiple webinars and best practices presentations to provide a comprehensive analysis of "Ban-the-Box", "Fair Chance

Ordinances", and the EEOC's guidance and steps that employers can take to mitigate their risk of challenges under Title VII.

- In addition, we regularly host complimentary client dinners across the country that include educational seminars on the ever-evolving background screening industry. These presentations are pre-approved for two hours of general Human Resources Certification Institute (HRCI) credits and allow an open forum for dialogue and questions.
- ***What notifications do you provide throughout the background screening process? Do you provide notification if a search result is delayed? If so, provide details.***

Accurate follows a well-documented, standardized process for reporting status of a background check.

Recruiter notifications

Notification and timing preference are customizable:

- Request Submitted Successfully
- Candidate Declined Invitation
- Reminder email (candidates who have not submitted their information)
- Compliance Letters sent (Pre-Adverse and Adverse Action letters)
- Background report needs further review
- Carbon copy emails
 - Background report completed
 - Adjudication results for reports
 - Drug Results for both Negative and Positive results
- Other Information Needed
- Release Needed
- Request Expiration

In addition to receiving the notifications listed above, Region 4 ESCrequestors can check the status of an order at any point through our intuitive online technology. Client email notifications will be customized to meet Region 4 ESC's unique process requirements during implementation. Known court delays are posted within your Accurate account and online using social media. When tracking a request that is delayed more than 72 hours, Accurate will contact the specific researcher or verification affiliate to investigate the nature of the delay and advise Region 4 ESC through online activity notes available for your review on a real time basis within your online account.

Candidate notifications

Email notifications and text alerts to the candidate and their timing preference are customizable. Examples of such notifications include:

- Invitation to submit information to initiate their background check
- Reminder to those candidates who have not yet entered their information
- Invitation expiration
- Confirmation of information submitted successfully
- Other information needed
- Release needed

- ***What is your company's process for resolving consumer disputes? Please include descriptions of dispute documentation, document storage and retrieval, timeliness, internal resources, and any other applicable details.***

Disputes can be initiated online or via phone or email by the candidate. Instructions will be provided during the Pre/Post-Adverse Action process.

As a Consumer Reporting Agency, we are required under the FCRA to re-investigate and resolve any disputed information by the candidate. We take this requirement very seriously and any inquiry by a candidate is handled with the utmost urgency and care. In addition, our Consumer Dispute Coordinator is certified by the NAPBS as an FCRA expert. The disputed information will be re-investigated at no charge to Region 4 ESC, and both the candidate and Region 4 ESC will be notified of the results of the investigation.

We closely monitor accuracy and the quality of our results, including carefully tracked metrics on any background checks that are disputed by the consumer. As a result of the quality management procedures we have in place, we consistently maintain an accuracy rate greater than 99.994%.

Accurate has a complex Record Retention Policy that is fully compliant with the requirements set forth by the FCRA and General Data Protection Regulation. We retain all records for at least 5 years for audit, compliance and reference purposes. There is no limit to the amount of data we can store. Current and former clients may contact our Client Resolutions Team to retrieve archived data on an approved media of their choice at no additional cost.

- ***Describe your process for conducting onsite inspection for potential clients.***

As a Federal/State Agency, there are no onsite inspections required. If your organization is utilizing Credit Reports as part of your screening package, you will be asked to send Accurate Background a Letter of Intent listing the nature of your business and why there is a need for credit reports.

- ***How will your company assist in staying abreast of legal requirements on the federal and state levels? The offeror must certify that criminal records, credit reports, sex offender status, etc. can be obtained for each state.***

We believe that keeping clients aware of current industry trends, significant issues, and program enhancements is a high priority. We will work with Region 4 ESC diligently to ensure compliance. We are proactive with notifications, compliance consultation, and education for all of our clients:

- Changes with FCRA and state specific guidelines are communicated through email notifications, posted on our company website, in our quarterly newsletter, on Twitter and Facebook, through free webinars, and/or through your dedicated Account Manager.
- Any new products, services, or trends related to such changes are communicated through email and/or your Account Manager.
- Accurate, along with our legal partners regularly presents webinars and best practices presentations to provide a comprehensive analysis of "Ban-the-Box", "Fair Chance Ordinances", and EEOC guidance, including steps employers can take to mitigate their risk of challenges under FCRA, federal, state, and local regulations.

- In addition, we regularly host complimentary client dinners across the country that include educational seminars on the ever-evolving background screening industry. These presentations are pre-approved for two hours of general Human Resources Certification Institute (HRCI) credits and allow an open forum for dialogue and questions.
- ***Please provide a list of countries where you have no access to certain types of background information.***

When a country is classified as "no third party access to criminal records," it often means that the government is under no obligation to provide a third party with information. In these situations, records are best obtained directly by the candidate.

For many of these countries, Accurate offers a "Post Only" option. The Post Only process requires that the candidate retrieve their record and submit it to either the client or Accurate. Once received, the information will be noted within the International Criminal component of the package.

Countries may have variances among their legal systems which could include, but are not limited to, the following: privacy laws, procedures for obtaining information, and types of clearance documents and records. For example, some countries offer Police Clearance Certificates whereas others offer Certificates of Good Standing. The type of certificate and the agency where the candidate may apply to obtain a certificate vary depending on the country.

Some countries offer a verification process themselves (e.g., an official stamp) to confirm the authenticity of the certificate. Currently Accurate translates the document provided to us and looks for special indicators within the document to validate it. In many cases, we suggest that the candidate provide the certificate to the client, who will then send Accurate a copy rather than having the candidate email or mail it to us.

Please refer to the attachment *Global Capabilities_Accurate* in Tab 6.

- ***Please describe how you fulfill county searches where electronic records are not available and define the frame in which these requests will be processed.***

As a standard practice in the background screening industry, independent subcontractors are used to gain primary access to courts throughout the country with antiquated processes for record keeping. Only 14% of searches require manual retrieval from the courts, while the majority of searches are completed utilizing our proprietary online access tool CourtAxis™. This tool electronically links to 2,500+ federal, state and local courthouses, greatly improving efficiency and turnaround time.

Independent Researchers are managed by our dedicated Vendor Relations Department through rigorous testing, auditing, and close communication. Accurate conducts quarterly audits on internal and external researchers by sending searches that are seeded with known hits. Based upon the results of these audits, an evaluation and analysis of turnaround time as well as the integrity of the data is conducted.

- ***Please describe the process and timeline for international employment and education screenings.***

We employ a hybrid staffing model for non-US verification, with a foundation of internal researchers for stability and domain expertise and an international affiliate network for easy scalability. For non-US verification, Accurate will request degree and mark sheets directly from the candidate. Accurate Background will use these documents to facilitate the verification with the school. If the verification is not completed successfully, Accurate will send a soft copy of the degree and mark sheets to the appropriate Region 4 ESC Manager. When international schools require a fee for processing verification, Accurate will convert U.S. dollars to foreign currency as needed. Accurate utilizes a combination of phone, email, and fax to process verification as quickly as possible. Only when required by the employer or school, do we utilize ground mail to submit requests.

- ***Does your firm outsource any parts of the screening process? If so describe how personally identifiable information is protected? Are any services "off - shore" explain in detail.***

Accurate uses many methods to vet new clients for compliance with the FCRA. Background screening services are only provided if the client is using them for a 'permissible purpose' under the FCRA such as employment purposes. All clients are required to sign an agreement stating they are using the background screening information solely for a permissible purpose under the FCRA and both the client and Accurate must certify within the agreement that both parties will comply with all aspects of the FCRA. In addition to the joint agreement, new clients are vetted using a combination of a D-U-N-S number verification, an onsite inspection (as required for clients requesting credit reports), and a verification of the business' existence through available online tools.

Additionally, Accurate does not use home-based workers to who have access to PII about an applicant.

3.0 SUPPLIER RESPONSE

3.1 Company

A. Brief history and description of Supplier.

Accurate has been providing background screening services since 1997.

The company was originally founded on a unique and efficient information gathering process to primarily provide court record information to other employment screening companies. We were in essence the back-office engine collecting data for other screening providers. This unique information collection process is the cornerstone of our solution and service offering.

Shortly after inception, we were approached by a Fortune 100 retail organization in need of a screening company capable of handling high volumes of searches. Since then, Accurate has incorporated additional services into our comprehensive background screening solution giving us the ability to offer in-depth information directly to the business community, including many Fortune 100 and Fortune 500 companies.

Today, we are a top background screening provider in the market and the premier strategic partner to many Fortune 1000 U.S. and International clients who need precise, timely background screening solutions that they can trust. We offer an array of innovative, industry-leading solutions that are both customizable and scalable, including domestic & international background screening, verifications, drug testing & health screening, electronic I-9 & E-Verify, and ATS integrations. Additionally, we offer compliance services, best practices guidance, and candidate results scoring. Our mission is to make talent screening simple, efficient, and trustworthy through robust technical innovation, personalized support, and strategic partnerships with our clients.

B. Total number and location of sales persons employed by Supplier.

Accurate has more than 30 sales persons across the U.S.

C. Number and location of support centers (if applicable) and location of corporate office.

Our operations and customer support are headquartered in the U.S. between our West Coast office in Irvine, California and our East Coast office in Southern Pines, North Carolina.

D. Annual sales for the three previous fiscal years.

2018: \$110MM

2017: \$118MM

2016: \$87.5MM

E. Submit FEIN and Dunn & Bradstreet report.

Federal ID Number: 33-0796904

Accurate's Dunn & Bradstreet report has been provided as an attachment in Tab 6.

F. Describe any green or environmental initiatives or policies.

Accurate has a formal program in place to reduce our impact on the environment. Our company prides itself on contributing to a global "green

society". Accurate is committed to executing a program that continuously minimizes our impact on the environment. We also encourage our business partners, clients and suppliers, to do their part and reduce their ecological thumbprint. We continue to work with all of our partners to promote awareness of environmental issues. Accurate's environmental policy covers: recycling computers and other electronic equipment, office utilities, printing/paper usage, and online invoicing.

Our Environment Impact

As reported by Shred-It, the recycling service we currently use, our practice of recycling paper products made a positive impact by saving:

- Trees: 70.53
- Reams of paper: 1,657
- Gallons of water: 28,988
- Cubic Yards of Landfill Space: 12
- Kw/Hrs of electricity: 16,998
- Pounds of air pollution avoided: 249
- Gallons of oil: 1,904
- Total tonnage recycled (in pounds): 8,294

As an organization, Accurate has moved away from unnecessary printing of paperwork, reports, etc. and therefore we have less paper to recycle each year.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Accurate has an informal program to survey potential vendors on their minority status. We are committed to offering a fair and representative opportunity for Minority and Women Business Enterprise's (M/WBE) to participate in contract opportunities with us. We welcome further discussion with Region 4 ESC in regards to how we can help you meet your expectations in this area.

Additionally, Accurate is a certified minority-owned corporation and has officially been recognized on the National Central Contractor Registration (CCR) and is a member of the National Minority Supplier Development Council (NMSDC). Spending with our company will count towards your diversity goals.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Accurate is a certified minority-owned corporation and has officially been recognized on the National Central Contractor Registration (CCR) and is a member of the National Minority Supplier Development Council (NMSDC). Spending with our company will count towards your diversity goals.

I. Describe how supplier differentiates itself from its competitors.

Accurate is the only top background screening provider that does not outsource our customer/candidate support team. Our 100% U.S.-domestic, in-house support team is available 24 hours per day to offer live, personalized service to clients and candidates. We continually look for innovative ways to streamline the background screening experience. Our support team is available via mobile optimized LiveChat,

phone, and email. These highly trained and knowledgeable resources have a proven capability of resolving 90% of questions on the first call.

We have an exceptional employee retention rate on our support and account management teams, allowing us to provide superior and personalized service and account management to our clients. We offer high-touch escalation procedures including executive leadership involvement to ensure your needs are being met. We continually maintain a client retention rate of 98.5%, reflecting our commitment to establishing and maintaining long-term relationships with all of our clients.

A tenured leader in the background screening industry, we are constantly growing our knowledge of emerging best practices and provincial nuances across the globe. We are compliance specialists with an in-house team dedicated to researching the ever-evolving compliance landscape and educating our staff and clients on federal and local changes in laws impacting the background screening industry. With our in-depth focus on compliance research, we bring a consultative and educational approach as your partner to develop a background program that fulfills your unique needs and executes current best practices.

We believe our clients make us better. We proactively monitor your account to ensure your needs and requirements are being met and solicit satisfaction measurements and new product ideas on a regular basis to explore how we can further benefit our clients and provide best-of-breed service.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Accurate has not experienced any judgments, bankruptcies, or reorganizations.

K. Felony Conviction Notice: Indicate if the supplier a. is a publicly held corporation and this reporting requirement is not applicable; b. is not owned or operated by anyone who has been convicted of a felony; or c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

b. Accurate is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

There have been no debarment or suspension actions taken against Accurate.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Accurate offers an array of innovative, technologically advanced solutions that are both customizable and scalable, including domestic & international background screening, verifications, drug testing and health screening, electronic I-9 and E-Verify, and ATS integration. Additionally, we offer compliance services, best practice guidance, and candidate results scoring.

Accurate provides the following background screening services:

- Full Compliance Services
 - Compliance Forms Management

- Electronic Disclosure & Authorization
- Automated Report Scoring (Adjudication)
- Pre/Post-Adverse Action Notifications Distribution
- Integration with ATS and HRIS Technology
- User Management Reporting & Business Analytics
- Accurate I-9 & E-Verify Integration – Electronic Storage, Collection and Verification
- Vendor Management
- National SSN/Address Locator
- SSN Verification
- County Criminal Search
- Statewide Criminal Search
- Federal Criminal Search
- National Criminal Database Search
- National Sex Offender Registry Search
- International Criminal Searches in more than 240 countries and territories
- International & Domestic Education Verification
- International & Domestic Employment Verification
- International & Domestic Consumer Credit Report
- International & Domestic Motor Vehicle Report
- International & Domestic Civil Search
- Drug Screening – DOT & non-DOT
- Global Watch (OFAC/Terrorist Searches)
- Professional Reference Verification
- Personal Reference Verification
- Professional License Verification
- County & Federal Civil Search
- FACIS - Fraud and Abuse Control Information System
- FINRA - Financial Industry Regulatory Authority (formerly NASD)
- Abuse Registry Search
- Social Media Scanning
- Criminal Monitoring

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Accurate provides comprehensive pre-employment screening services in more than 240 countries and territories across the Americas, Europe, Asia, the Middle East, Africa, and Oceania. We provide employment screening services nationwide across the U.S., in all 50 states and U.S. territories.

We electronically link to more than 2500 Federal, State and local courthouses via our proprietary CourtAxis™ system. This is not a database; rather it is an access tool to obtain the identical information, as if you physically were present in the court house. 86% of searches auto-close using our technology without manual intervention. As a standard practice in the background screening industry, independent subcontractors are used to gain primary access to courts throughout the country with antiquated processes for record keeping. We have

assembled a nationwide network of researchers to obtain coverage in all U.S. counties.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

As a standard practice in the background screening industry, independent subcontractors are used to gain primary access to courts throughout the country with antiquated processes for record keeping. Only 14% of searches require manual retrieval from the courts, while the majority of searches are completed utilizing our proprietary online access tool CourtAxis™. This tool electronically links to 2,500+ federal, state and local courthouses, greatly improving efficiency and turnaround time.

We maintain quality in our managed network of researchers via regular vetting and auditing. All vendors are vetted through an extensive Request for Proposal (RFP) process. A weighted scorecard is applied for selection of the most favorable vendor including, but not limited to, quality control processes, cost, data security, services and past performance. As part of the RFP process, an extensive Data Security Audit is performed.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Accurate has 600 full-time employees.

Our operations and customer support are headquartered in the U.S. between our West Coast office in Irvine, California and our East Coast office in Southern Pines, North Carolina.

Additional field offices for sales, account management, and international operations are located in Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, North Carolina, Nebraska, New Jersey, Ohio, Oregon, South Carolina, Texas, the United Kingdom, and Honduras.

Accurate delivers a global footprint in more than 240 countries and territories worldwide through a hybrid method utilizing the world's largest in-country screening partners as well as in-house resources. We have a development team in Bangalore, India with the majority of development completed in our Irvine, CA headquarters. As the largest background screening provider in the United Kingdom, we have account support for our U.K. clients located in-country.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days***
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days***

Accurate's Go-To-Market Strategy will include four important elements – internal-facing activities, sales activities, marketing activities, and metrics.

Internal Facing Activities (~Day 1 - ~Day 15)

This first phase will be focused on training, preparation, and internal communications.

Within the first 10 days after the Master Agreement has been signed, Tim Dowd, Accurate's President and Chief Operating Officer, will ensure that the Agreement is discussed in detail during the weekly Executive Leadership Team (ELT) meeting with other ELT members. In addition, Dowd will work with Human Resources and Marketing to create and distribute an email and Accurate intranet communication(s) that summarizes the agreement with OMNIA Partners.

Damian Villegas, Accurate's Chief Sales Officer, will lead and sponsor the training of relevant sales team training and education. A presentation deck will be created and the training will be videotaped. In addition, a FAQ document will be created and placed in the company's shared drive.

Sales Activities (~Day 16 – ~Day 90)

In this phase, current Accurate public sector customers and potential prospects will be targeted for Account Executive outreach. Account Executive's will be aided by the collateral and material created as part of the Marketing Plan (see detail in next section).

Marketing Activities (~Day 21 - ~Day 90)

A variety of deliverables that support the multiple stages of the buying process – awareness, demand generation, and loyalty will be created to support the GTM team (Marketing and Sales). See details in next section.

accurate.

Metrics (~Day 1 - ~Day 90)

Key performance indicators will be developed for all elements of the GTM Strategy. These include attendance and pass/fail rates at trainings, existing client transition goals, new sales pipeline, email open and click-through rates, target account leads generated, and shares/likes of content.

GTM Calendar (may be adjusted as necessary)

| | Day 1 – Day 15 | Day 16 – Day 30 | Day 31 – Day 45 | Day 46 – Day 60 | Day 61 – Day 75 | Day 75 – Day 90 |
|---------------------------------|---|----------------------------|-----------------|-----------------|-----------------|-----------------|
| Internal Training, Prep & Comms | ELT Meeting | | | | | |
| | Accurate Intranet and/or Email Communication | | | | | |
| | Sales Training | | | | | |
| Sales Plan | | Accurate customer outreach | | | | |
| | | Prospect outreach | | | | |
| Marketing Plan | | Marketing Plan Execution | | | | |
| Metrics | Metric identification and measurement / reporting | | | | | |

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**
- i. Creation and distribution of a co-branded press release to trade publications**
 - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days**
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days**
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**
 - viii. Dedicated OMNIA Partners internet web- based homepage on Supplier's website with:**
 - OMNIA Partners standard logo;**
 - Copy of original Request for Proposal;**
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;**
 - Summary of Products and pricing;**
 - Marketing Materials**
 - Electronic link to OMNIA Partners' website including the online registration page;**
 - A dedicated toll-free number and email address for OMNIA Partners**

Accurate will adopt a phased approach to the development and execution of the Marketing Plan with OMNIA Partners. The three phases will be completed within the first 90 days after execution of the Master Agreement.

Phase 1: Strategy, Audit and Plan (~Day 1 - ~Day 20)

To ensure that there is a collective understanding of the communications opportunity, Accurate will kick off the process with a strategic planning audit. We will work with you to map out the specific objectives. During this phase we will:

- Review plan goals
- Understand the target public agencies and personas
- Learn from OMNIA Partners about historical marketing efforts, successes, and challenges
- Audit communication channels to determine ideal ways to reach the target audience

From this strategic planning audit, we will develop a recap that sums up our learnings, expectations, and actions. Next, we will work together with OMNIA Partners on the Marketing Plan. This collaborative process provides multiple opportunities to refine and influence the Plan so that it meets and exceeds objectives. The result is a document that includes:

- Strategic Planning Audit Executive Summary – What did we learn? Where do we go from here?
- Marketing Plan Overview – Armed with best practices, we will map out our learnings and layer in the strategy.
- Detailed schedule including deliverables, audience and key messaging
- Metrics and reporting to ensure we are working towards our joint goals

The end result is an agreed-upon Marketing Plan that is ready to execute.

Phase II: Marketing Plan Execution (~Day 21 - ~Day 90)

Accurate will work closely with OMNIA Partners to execute the Marketing Plan. This may involve regularly occurring meetings.

The Accurate team is experienced with concepting, copywriting, designing, and producing campaigns and marketing materials – be it print, digital, or field marketing related. Accurate will work with OMNIA Partners to participate in the development of campaign briefs to ensure internal alignment.

Accurate understands that promoting the partnership with OMNIA Partners across multiple channels is important. The following tactics will be considered:

- Joint press release and social media campaigns that generate awareness
- Webinars (including audience acquisition) with speakers from both Accurate and OMNIA Partners
- Blog post(s) highlighting partnership
- Emails that contain information about partnership and/or campaigns that drive demand
- Co-branded content on Accurate's website
- Co-branded collateral
- Accurate tradeshow participation and promotion: SHRM, HR Tech, etc.
- OMNIA Partner event participation and promotion: NIGP Annual Forum, NPI Conference, Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.
- Trade advertising – print and digital
- Presentation Material for inclusion in Accurate's sales decks

Phase III: Test and Measure (~Day 60 - ~Day 90)

In partnership with OMNIA Partners, Accurate will analyze engagement rates to identify the most effective communications mix. This could include page view data, email open and click-through rates, and A/B testing to identify which visuals and messages get the best response rates.

Marketing Plan Summary

Accurate believes it is not enough to communicate the partnership with OMNIA Partners just once. Simple, relevant, and repeated messages will be the most successful.

Marketing Plan Calendar (may be adjusted as necessary)

| | Day 1 – Day 20 | Day 21 – Day 90 | Day 60 – Day 90 |
|--|---|---|-----------------|
| Strategy, Audit, & Plan Development | Review plan goals | | |
| | Understand the target public agencies and personas | | |
| | Learn from OMNIA Partners about historical marketing efforts, successes, and challenges | | |
| | Audit communication channels to determine ideal ways to reach the target audience | | |
| | Accurate Intranet and/or Email Communication | | |
| | Marketing Plan Development | | |
| Marketing Plan Execution | | Joint press release and social media campaigns | |
| | | Webinars development and execution | |
| | | Blog post(s) | |
| | | Promotional email campaign | |
| | | Co-branded website content | |
| | | Co-branded collateral | |
| | | Accurate and OMNIA Partner Tradeshow and Event Participation/Sponsorship/Attendance | |
| Test & Measure | | Trade advertising | |
| | | Develop metrics, measure and report | |

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Accurate can create a plan for bringing over existing Public Agency customers's to the new contract once we've had access to OMNIA Partners' cooperative contracts list.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
Accurate agrees to this.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive contract
Accurate agrees to this.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include: i. Key features of Master Agreement ii. Working knowledge of the solicitation process iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners iv. Knowledge of benefits of the use of cooperative contracts

Accurate agrees to train our national sales force on the Master Agreement, including:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for: i. Executive Support ii. Marketing iii. Sales iv. Sales Support v. Financial Reporting vi. Accounts Payable vii. Contracts

i. Executive Support

Damian Villegas, Chief Sales Officer
dvillegas@accurate.com
805.729.0548

ii. Marketing

Laura Trotter, Chief Marketing Officer
ltrotter@accurate.com
619.890.0343

iii. Sales

John Lazarczyk, Partner Alliance Manager
jLazarczyk@accurate.com
949.242.6551

iv. Sales Support

Amanda Long, Director of Sales Operations
along@accurate.com
949.609.2237

v. Financial Reporting

Anthony Tran, Sr. Financial Analyst
 atran@accurate.com
 949.609.2250

vi. Accounts Payable

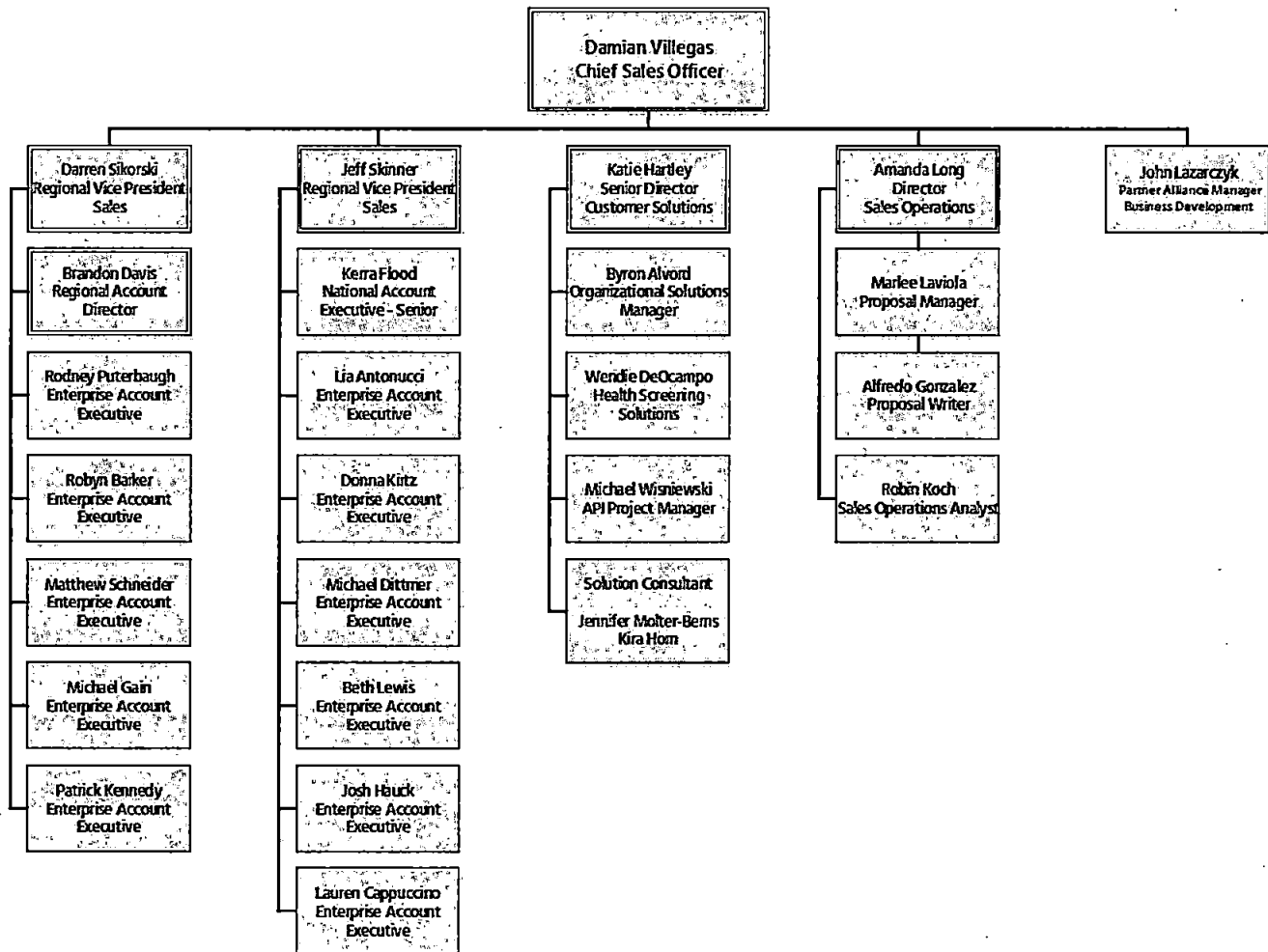
Estera Rosca, Accounting Manager
 erosca@accurate.com
 949.242.6522

vii. Contracts

Tiffany Willis, Legal Counsel
 twillis@accurate.com
 910.693.1764

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

SALES, BUSINESS DEVELOPMENT, CUSTOMER SOLUTIONS



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Accurate will train our national sales force on the OMNIA-Accurate partnership and key features of the program:

- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

Accurate's Partner Alliance Manager would manage the partnership between Omnia and Accurate, including ongoing coordination of marketing and sales efforts nationwide. Various channels for promoting the national program include:

- Joint webinar with OMNIA to educate Accurate's sales team and collaborate on strategy
- Hosting speakerships or exhibit space at Omnia's regional summits and lunch and learns, including its annual event, Connections
- Including co-branded slides for our sales deck that reference partnership, benefits, etc.
- Brand positioning via social media

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Accurate's Partner Alliance Manager would manage the partnership between Omnia and Accurate, including ongoing coordination of marketing and sales efforts nationwide. Various channels for promoting the national program include:

- Joint webinar with OMNIA to educate Accurate's sales team and collaborate on strategy
- Hosting speakerships or exhibit space at Omnia's regional summits and lunch and learns, including its annual event, Connections
- Including co-branded slides for our sales deck that reference partnership, benefits, etc.

Account Set-Up

Accurate has an in-house Implementation Team with resources dedicated to managing the implementation of Accurate's solutions and services to the satisfaction of the Public Agency personnel.

An Implementation Project Manager and dedicated Account Manager will be assigned to assist the Public Agency identify current business processes and define any system or workflow customizations. Based on our discovery meeting, we will recommend best practice processes and conduct gap fit analysis to identify any recommended or required changes. Timely contract administration will be fulfilled concurrently.

The transition plan will include detail project, integration and transition plans. We will conduct user-specific training on the live system reflecting the Public Agency's configuration and settings and provide custom training materials.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Based on volume, Accurate's top 10 Public Agency customers include the below:

- State of Georgia
- California State University
- Utah Valley University
- County of Riverside
- Florida International University
- Florida State University
- Town of Cary
- City of Chicago
- City of Round Rock
- Denver Public Schools

The combined revenue for the above clients is greater than \$1.3 million.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Accurate's user-centric, web-based system automates the process of requesting, collecting, and managing all types of background information. The only system requirement to utilize Accurate's online solutions is a standard web browser. Our technology provides the opportunity to streamline internal processes and create consistency across all divisions. We have the flexibility to customize solutions to address your unique needs – as well as the needs of each of your regions, divisions, locations and individual users.

Options for submitting background check orders include:

- **Candidate Portal** – An email request is sent to the candidate, who enters the remainder of the information for their background check online. Electronic Disclosure & Authorization and geography-intuitive compliance forms are executed through our secure website. This solution is fully mobile optimized for candidates to submit profile information, upload photos of essential documents, contact us via LiveChat, and sign their consent with the touch of their finger.
- **Recruiter Portal** – Online entry of requests and candidate information by Region 4 ESC's users.
- **ATS Integration** – Accurate can integrate with Region 4 ESC's ATS, HRIS, or other system to obtain the data required for the background check. We can also send the background check status and results back into the ATS/HRIS system.
- **Hybrid ATS Integration/Candidate Entry** – For required information not collected or passed through your ATS, Accurate will send an invitation to the candidate to login and complete the remaining required information. This hybrid solution also enables Accurate to manage and fulfill consent and compliance forms electronically.
- **JSON API Integration** – Through our JSON REST API, Accurate offers a greater level of flexibility to your organization and reduces the amount

of customization and development time needed to create new technology interfaces across web and mobile applications.

- **Batch File Transmission** – Transfer of bulk data for background checks through a secure transmission method.

Online Invoicing

Consolidated email invoicing to each business unit is performed monthly and invoices are housed directly in your online account. Accurate offers consolidated billing for all service components customized to capture and sort by specific requirements (i.e. billing codes, division, recruiter, or location). Custom, user-defined fields to track company code, cost center, and PO number for each request are available. These fields are captured in the monthly billing statement and charges are segregated accordingly.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). \$_____.00 in year one \$_____.00 in year two \$_____.00 in year three To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Not applicable.

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Accurate has been providing background screening services for 22 years, since 1997. The company was originally founded on a unique and efficient information gathering process to primarily provide court record information to other employment screening companies. We were in essence the back-office engine collecting data for other screening providers. This unique information collection process is the cornerstone of our solution and service offering. Shortly after inception, we were approached by a Fortune 100 retail organization in need of a screening company capable of handling high volumes of searches. Since then, Accurate has incorporated additional services into our comprehensive background screening solution giving us the ability to offer in-depth information directly to the business community, including many Fortune 100 and Fortune 500 companies. We offer an array of innovative, technologically advanced solutions that are both customizable and scalable, including domestic & international background screening, verifications, drug testing and health screening, electronic I-9 and E-Verify, and ATS integration. Additionally, we offer regulatory services, compliance guidance, and candidate results scoring. We consistently exceed clients' expectations by providing highly customizable, scalable solutions, and unbeatable hands-on service. **Our mission is to make talent screening simple, efficient and trustworthy through technical innovation, personalized, hands-on support, and strategic partnerships with our clients.**

Our operations and customer support are headquartered in the U.S. between our West Coast office in Irvine, California and our East Coast office in Southern Pines, North Carolina.

Additional field offices for sales, account management, and international operations are located in Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, North Carolina, Nebraska, New Jersey, Ohio, Oregon, South Carolina, Texas, the United Kingdom, and Honduras.

Accurate delivers a global footprint in more than 240 countries and territories worldwide through a hybrid method utilizing the world's largest in-country screening partners as well as in-house resources. We have a development team in Bangalore, India with the majority of development completed in our Irvine, CA headquarters. As the largest background screening provider in the United Kingdom, we have account support for our U.K. clients located in-country.

ii. Describe Offeror's reputation in the marketplace.

Accurate is one of the top five providers in the background screening industry, and we are the fastest growing company in our industry. Unlike our competitors, our revenue growth is not the product of mergers and acquisitions - our company growth is driven organically through client referrals and an outstanding reputation as a hands-on provider with trustworthy results. We retain and grow our client base by consistently providing personalized support while offering industry-leading technology and innovative solutions. Accurate has a large enterprise offering with small company values.

iii. Describe what differentiates you from your competitors.

The main differentiator that sets us apart from other background screening companies is our flexibility to deliver tailored solutions and industry-leading technology to our clients while providing an award-winning customer experience.

Unparalleled High-Touch Support

Our industry-leading technology adds automation to a complex screening process, while our U.S.-domestic client and candidate support offers personalized service to all of our clients and their candidates. We believe in growing with our clients and strive to establish long-term, strategic partnerships. As a result, we deliver our competitive advantage to our clients with highly customized integrations and screening solutions and high-touch, hands-on support including executive sponsorship and proactive account management.

Automated Tools to Keep You in Compliance

Our system is equipped with triggers and geography tracking to fulfill best practices under the FCRA and federal, state, and local regulations. Automated procedures include electronic Disclosure & Authorization, special jurisdiction and Fair Chance Ordinance forms, automated results scoring (adjudication) powered by business intelligence, and electronic Pre/Post-Adverse Action notification delivery with email tracking. Our system's intuitive geography tracking and dynamic rules engine presents the necessary documents to candidates based on several factors: Position Location, Candidate's Location, Package Components, Custom Configurations, and more.

Technology That Drives Quality and Faster Results

Strong quality control and audit techniques are in place to ensure the accuracy of our results. We consistently achieve an accuracy rate greater than 99.994%. We offer more comprehensive, flexible technology to provide scalable, innovative solutions to Region 4 ESC. We electronically link to more than 2,500 federal, state, and local courthouses to obtain identical court information, maximizing the quality of our results and producing industry-leading turnaround times. Our systems are flexible and designed for high-volume processing and elastic demands.

Industry Tenure & Compliance Expertise

As a tenured leader in the background screening industry, Accurate maintains extensive knowledge of existing and emerging best practices and provincial nuances across the globe. We are compliance specialists, with an in-house team dedicated to researching the ever-evolving compliance landscape and educating our staff and clients on federal and local changes in laws that impact the background screening industry. Every facet of our company reflects the best practices of our industry – from our processes to our technology.

Enterprise Offering with Small Company Values

We are a privately held company with a comprehensive offering, the most advanced technology in the industry, and small company values. Accurate's initiative has always been to uphold our company's integrity and standards for quality service while growing successfully through our business model and methodologies. Unlike our competitors, our revenue growth is not the product of mergers and acquisitions - our company growth is driven organically through client referrals and an outstanding reputation as a hands-on provider with trustworthy results. We consistently achieve an average client retention rate of

98.8% and have highly referenceable clients in every market, reflecting our commitment to establish and maintain long-term relationships with all our clients.

An Enhanced Candidate Experience

Accurate believes your candidates are our clients, too. Our 100% U.S.-domestic support team is available 24 hours per day to offer live, personalized service to candidates. We are continually looking for innovative ways to streamline and automate the background screening process, making it virtually painless for candidates and client users alike. Our mobile optimized services allow candidates to submit their background information, sign their consent with the touch of their finger, receive special jurisdiction forms, access the status of their background check, contact us via LiveChat, and upload essential documents, all from their mobile phone or tablet. Our live, in-house support team is available via mobile optimized LiveChat, phone, and email. These highly trained and knowledgeable resources with a proven capability of resolving 90% of questions on the first call.

iv. Describe Offeror's reputation of products and services in the marketplace.

Accurate's technology suite is shaped by user demand, optimized efficiencies, and evolving industry trends. Client vision and satisfaction are the blueprint for our technology roadmap. Our industry-leading technology offers your organization ongoing cost reductions and greater efficiencies. With Accurate, your organization will have several tools at your disposal that will immediately streamline and simplify the screening process for you and your candidates.

- **Automated Compliance Tools** - Our system is equipped with **triggers and geography tracking to fulfill best practices** under the FCRA and federal, state, and local regulations. Automated procedures include electronic Disclosure & Authorization, special jurisdiction and Fair Chance Ordinance forms, automated results scoring (adjudication) powered by business intelligence, and electronic Pre/Post-Adverse Action notification delivery with email tracking.
- **Real-Time ID Verification** - Candidates may upload one of 6,000+ supported documents from around the globe and forensic checks are applied to validate the document. Data is pulled off the validated document, speeding up the user experience. Facial Recognition uses the candidate's self-portrait to match against the valid document provided.
- **Mobile Optimized Candidate Portal** - Clients want a faster hiring process and candidates want insight into the status of their background checks from any device. With the **user experience always on the forefront of our technology roadmap**, Accurate has designed our services to be **mobile optimized for candidates** to submit their background information, sign their consent with the touch of their finger, receive special jurisdiction forms, access the status of their background check, contact us via LiveChat, upload essential documents, and receive SMS notifications, all from their mobile phone or tablet.
- **Business Analytics Dashboard** - AccurateInsights is our analytics dashboard powered by advanced business intelligence to provide Region 4 ESC with a **dynamic and visual snapshot of your organization's background screening program** with the flexibility of drilling down to details and ad-hoc reporting on metrics per package, component, region, or billing code.

- **Change Tracker Alerts** - This technology enhancement offers **visibility into changes candidates make when submitting their background information** versus what they have already provided to the employer. Change Tracker Alerts displays a visual flag for each changed component and details of the changes (what was changed, date of change, original entry, deletions).
- **Drug Screening Integration** - Through our partnership with leading drug screen providers, we can offer our clients **revolutionary instant drug test results nationwide** through the network of more than 2,500+ clinics. The entire pre-employment program is managed (by the employer/hiring manager) from one easy-to-use, web-based application integrated with Accurate.
- **Donor Self-Scheduling** - Our Candidate Portal features mobile optimized Donor Self-Scheduling, through which candidates may select the collection site nearest them and retrieve an electronic COC via email or SMS.
- **CourtAxis™** - Accurate electronically links to more than 2,500 federal, state, and local courthouses via a court interface, **maximizing the quality of our results and producing industry-leading turnaround times.**
- **Automated Adjudication** - Utilization of our Automated Adjudication greatly streamlines the process and reduces the amount of time needed for reviewing completed background reports. This tool **ensures consistent hiring decisions** are being made at all Region 4 ESC locations that are in compliance with federal and industry specific regulations.
- **Two-Person Automatic Report Scoring** - Region 4 ESC can set-up an additional compliance reviewer on all packages requiring report scoring to allow for **quick escalation of hiring decisions.** A drop-down will be pre-configured during implementation to include Region 4 ESC requested decision-making personnel.
- **Two-Pass Integration** - Accurate's integration technology makes a second pass to collect required candidate information such as Social Security Number and Date of Birth not typically collected in the ATS platform. This hybrid integration allows Accurate to **electronically collect the candidate's consent, house their signature, and distribute the appropriate compliance forms per special jurisdiction.**
- **API Integration** - Our API's modern REST and JSON architecture **supports minimal development time** to get clients up and running quickly with FCRA compliant background checks.
- **Third Party Verification Integrations** - Accurate's **verification process** is integrated with The Work Number and the National Student Clearinghouse, **reducing the turnaround time for employment verifications by 25% and education verifications by 55%.** Accuracy is greatly improved by eliminating manual data entry for any results returned.
- **Multi-Language Platform** - Our platform **supports multiple languages for global screening** and our call system possesses inherent language intelligence that recognizes calls from country of origin to service callers in their native language.
- **Kiosk Functionality** - As part of the Candidate Experience, our Kiosk Functionality presents a streamlined and secure way for our clients to offer the background check ordering process in a public

setting. The configuration involves the generation of the secure link, authentication token, and optionally, one or many billing codes.

v. Describe the experience and qualification of key employees.

An Implementation Project Manager and dedicated Account Manager will be assigned to assist Region 4 ESC identify current business processes and define any system or workflow customizations. Based on our discovery meeting, we will recommend best practice processes and conduct gap fit analysis to identify any recommended or required changes.

Should Accurate be selected as a finalist in the next stage of this process, we will be happy to provide the name and resume of your designated Account Manager and Implementation Project Manager.

The **Implementation Project Manager** has experience carrying out the following responsibilities:

- Managing and leading the project team
- Utilizing implementation methodology utilizing the Six Sigma standards
- Managing co-ordination of the partners and working groups engaged in project work
- Developing and maintaining a detailed project plan
- Managing project deliverables in line with the project plan or action items list
- Recording and managing project issues and escalating where necessary
- Monitoring project progress and performance
- Providing status reports to the project sponsor and Region 4 ESC
- Managing project training.
- Liaison with, and updates progress to project team (Accurate and Region 4 ESC)
- Managing project evaluation and dissemination activities
- Working closely with Region 4 ESC to ensure the project meets business needs

Our **Account Management Team** has excellent employee tenure and experience carrying out the following responsibilities:

- Functioning as the 'client's advocate' in all matters
- Introducing new products/processes as they become available
- Meeting regularly with clients to ensure your needs and requirements are met
- Coordinating setup and training of new users
- Providing statistical usage analysis
- Presenting Business Reviews addressing overall performance and introducing new efficiencies to reduce costs

vi. Describe Offeror's experience working with the government sector.

Accurate currently services more than 13,000 clients spanning every industry. We have a long history catering to the nuances of the government sector and serving the following clients in this sector:

- State of Georgia
- City of Chicago
- State of Nebraska
- The County of Salem
- County of Riverside

- California State University System

We understand the best practices for maintaining compliance with all federal and state regulations as and we are equipped to help our clients build an effective and compliant screening program for their candidate and employee pool. We work closely with our clients to customize a screening program that will mitigate their challenges and address their unique needs while offering the best possible cost efficiency.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Accurate has not had any judgments against it. There have been complaints made by consumers that are consistent with those made against consumer reporting agencies, in general. We have been successful in getting these complaints dismissed, but also recognize that there may be opportunities to engage in litigation based on the nature of any future complaint or the change in course of any current filing. We are fully prepared from a legal and compliance standpoint to address any legal matter with expert counsel and both in-house and outside staff should we need to engage.

Unfortunately, lawyers have been successful in identifying consumers who are willing to attack consumer reporting agencies and end-users of consumer reports for technical violations where there is no real harm. We address these issues head-on and follow trends in this type of litigation very closely through our relationships with the NAPBS, Consumer Data Industry Association and expert staff. While it is our goal to evade any litigation by having the most compliant background screening solutions, we believe in being fully prepared for the unexpected.

viii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

California State University

Long Beach, CA

Contact: Stephanie Wright, Director, HR Programs (Chancellors Office)

Email: swright@calstate.edu

Phone: 562-951-4253

Years Serviced: 5

Services Provided: Pre-employment screening and verification services

*Accurate does not disclose client volume out of respect for our relationship.

Cherry Creek School

Greenwood Village, CO

Contact: Jennifer Squire, Director, Human Resources

Email: jsquire@CherryCreekSchools.org

Phone: 720.554.4282

Years Serviced: 5

Services Provided: Pre-employment screening and verification services

*Accurate does not disclose client volume out of respect for our relationship.

Child Mind Institute Inc.

New York, NY

Contact: Elizabeth Jacob, HR Generalist

Email: Elizabeth.Jacob@childmind.org

Phone: 646.625.4287

Years Serviced: 1

Services Provided: Pre-employment screening and verification services

*Accurate does not disclose client volume out of respect for our relationship.

YMCA Greater Twin Cities

Minneapolis, MN

Contact: Jacqui Thompson, HRIS & Payroll Manager

Email: Jacqui.Thompson@ymcamn.org

Phone: (612) 330-3080

Years Serviced: 3

Services Provided: Pre-employment screening and verification services

*Accurate does not disclose client volume out of respect for our relationship.

Florida State University

Tallahassee, FL

Contact: Andrew Kapec, Sr. HR Specialist

Email: akapec@fsu.edu

Phone: (850) 644-7938

Years Serviced: 3

Services Provided: Pre-employment screening and verification services

*Accurate does not disclose client volume out of respect for our relationship.

ix. Provide any additional information relevant to this section.

Our **award-winning, 100% US-based Client Resolutions Team** delivers unparalleled service in our industry and offers live support to you and your candidates **24 hours per day via LiveChat, telephone, and email.**

Acknowledgment Time – Average hold time is less than 1 minute.
Response time for voicemails and emails is guaranteed within 4 hours

Issue Resolution Time – All members of the team are trained in handling any technical, report, procedural, status, or training questions, and have a proven 90% success rate of resolving all inquiries on the first call.

Client Service Satisfaction Levels: 97%

To fully realize satisfaction for our clients, we feel it is very important to elicit feedback on a regular basis. Clients are surveyed and met with to discuss expectations, how they are being met and areas of potential improvement. **Our commitment to excellence in both service and product fulfillment is unsurpassed, proven in our 97%+ consistent Client Service rating.** Accurate's representatives are fully dedicated to resolving all potential issues that may arise.



d) Value Add



Vendor Management Program

Accurate's Vendor Management Program assists our clients in ensuring consistent background checks are conducted not only on their employees, but on any third party who has access to their facilities, customer data, customer homes, or company assets. We will work with your staffing vendors, janitorial service providers or any other third party to create a screening program consistent with your own program. The many benefits of providing this service to our clients are:

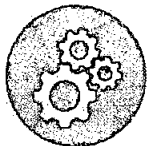
- Reduces liability by screening everybody who represents your organization (contractors, subcontractors).
- Creates a consistent screening program ensuring there is consistency between your internal hiring guidelines and the hiring decisions made by your vendors
- Allows you to implement your defined adjudication requirements through our proprietary Automated Adjudication, ensuring that the same standards are met with third party vendors.
- Third party vendors attain favorable pricing through consolidated volume discounts.
- Allows you to monitor your third-party vendors directly from your online account and ensure all contracted staff has completed the required background check.



Drug Screening

Accurate is a full-service screening provider and we are partnered with many labs to provide a range of drug screening solutions including:

- Urine Test (Lab Testing or Administered Onsite)
- Oral Fluid (Lab Testing or Administered Onsite)
- Hair Testing
- Breath Alcohol Testing
- Random Drug and Alcohol Testing
- Post-Accident and Reasonable Suspicion Support
- DOT Testing Programs



Automated Adjudication

Our Automated Adjudication is an automated rules engine that provides the business intelligence to correctly adjudicate each background search based on client defined guidelines and state or local compliance requirements. Automated adjudication offers many benefits:

- Application of corporate-wide hiring standards
- Reduced liability associated with subjective hiring decisions
- Special thresholds by category of crime
- Compliance with contrasting state regulations
- Consistent decision-making

We will assist you in developing guidelines that both meet your threshold for risk and comply with local, state and Federal laws regarding employment decision.

Automated Adjudication accurately reviews the results of the completed background search and assesses a "Meets" or "Needs Review" recommendation based upon the hiring guidelines a client has developed.



Integrated Solutions

To facilitate and consolidate the ordering and retrieval of background reports, Accurate integrates seamlessly with Candidate Tracking Systems (ATS), Human Resource Management Systems (HRMS), online applications, and other proprietary internal system.

- Accurate is a member of the HR Open Standards Consortium and our technology is certified enabling rapid implementation.
- We have valued formal partnerships with leading ATS providers and extensive experience integrating complex accounts with a range of solutions.



Summary

Order Reference: usdemo.adv@dnb.com | Report as of: 08-07-2018 7:02 PM | using Currency as USD

ACCURATE BACKGROUND, LLC

Tradestyle(s): SELECTFORCE

ACTIVE **SINGLE LOCATION**

Address: 7515 Irvine Center Dr, Irvine, CA, 92618, UNITED STATES
Phone: (800) 784-3911
D-U-N-S: 17-647-7016
In Portfolio: No

| Delinquency Score | Failure Score | PAYDEX® | Employees |
|-------------------|---------------|-----------|--------------------------|
| 87 | 71 | 70 | 360 315 (here) |

Company Profile

| | | |
|---|---|---|
| D-U-N-S 17-647-7016 | Mailing Address United States | Annual Sales US\$ 44,858,000 |
| Legal Form Corporation (US) | Telephone (800) 784-3911 | Employees 360 (315 here) |
| History Record Clear | Fax (800) 784-3593 | Age (Year Started) 20 years (1998) |
| Date Incorporated 10-10-2014 | Website www.accuratebackground.c... | Named Principal David C Dickerson, MBR-CEO |
| State of Incorporation California | Present Control Succeeded 1998 | Line of Business Information retrieval services |
| Ownership Not publicly traded | | |

Risk Assessment

Overall Business Risk



Maximum Credit Recommendation

US\$ 1,230,000

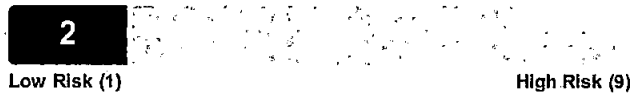
Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a low probability of severe delinquency.

D&B Viability Rating

Portfolio Comparison Score



Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **3.00 %**

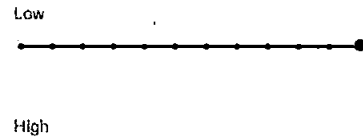
Failure Score Formerly Financial Stress Score



Company's risk level is: **LOW-MODERATE**

Probability of failure over the next 12 months: **0.13 %**

Past 12 Months



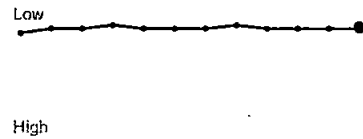
Delinquency Score Formerly Commercial Credit Score



Company's risk level is: **LOW-MODERATE**

Probability of delinquency over the next 12 months: **1.86 %**

Past 12 Months

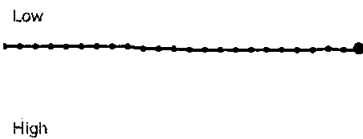


PAYDEX ®



Days Beyond Terms : **15**

Past 24 Months



D&B Rating

Current Rating as of 11-09-2016

Previous Rating

Employee Size**1R**: 10 employees and over**Risk Indicator****3**: Moderate Risk**Employee Size****1R**: 10 employees and over**Risk Indicator****4**: Higher than Average Risk**SMALL BUSINESS RISK INSIGHT (SBR) PAYMENTS****Number of Open Accounts**

16

Total Exposure

US\$ 2,332,457

Number of Charge-offs

0

Total Open Ended Credit Utilization

51%

SBR Origination Lease Score**871**

High Risk (0)

Low Risk (999)

Moderate Risk of serious delinquency over the next 12 months.**Commentaries**

- Industry classification
- Recency of delinquencies
- Number of inquiries last 6 months

SBR Origination Card Score**862**

High Risk (0)

Low Risk (999)

Moderate Risk of serious delinquency over the next 12 months.**Commentaries**

- Industry classification
- Proportion of satisfactory payment experiences
- Proportion of revolving account balances to revolving limits

SBR Origination Loan Score**866**

High Risk (0)

Low Risk (999)

Moderate Risk of serious delinquency over the next 12 months.**Commentaries**

- Length of time trade lines have been established
- Industry classification
- Delinquent past or present credit obligation(s)

Legal Events

| Events | Occurrences | Last Filed |
|--------------|-------------|------------|
| Bankruptcies | 0 | - |
| Judgements | 0 | - |
| Liens | 0 | - |
| Suits | 1 | 07-22-2015 |
| UCC | 17 | 01-19-2017 |

Trade Payments**Highest Past Due****US\$ 500**Highest Now Owing
US\$ 50,000Total Trade Experiences
37Largest High Credit
US\$ 250,000Average High Credit
US\$ 15,157

Ownership

This company is a **Single Location**

Financial Overview

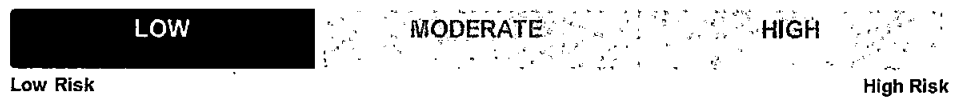
This company does not have a Financial Summary.

Country / Region Insight

United States



Risk Category

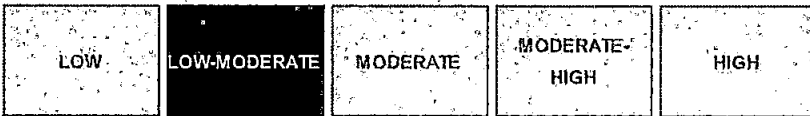


Domestic expansion continues despite the ongoing trade skirmishes.

Risk Assessment

D&B Risk Assessment

Overall Business Risk



Maximum Credit Recommendation

US\$ 1,230,000

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a low probability of severe delinquency.

D&B Viability Rating

Portfolio Comparison Score



Level of Risk
Low

Rating Confidence Level
Robust Predictions

Probability of becoming no longer viable
3.00%

Percentage of businesses ranked w ith this score
16.00%

Average probability of becoming no longer viable
5.00%

Failure Score Formerly Financial Stress Score

71

Low Risk (100) High Risk (1)

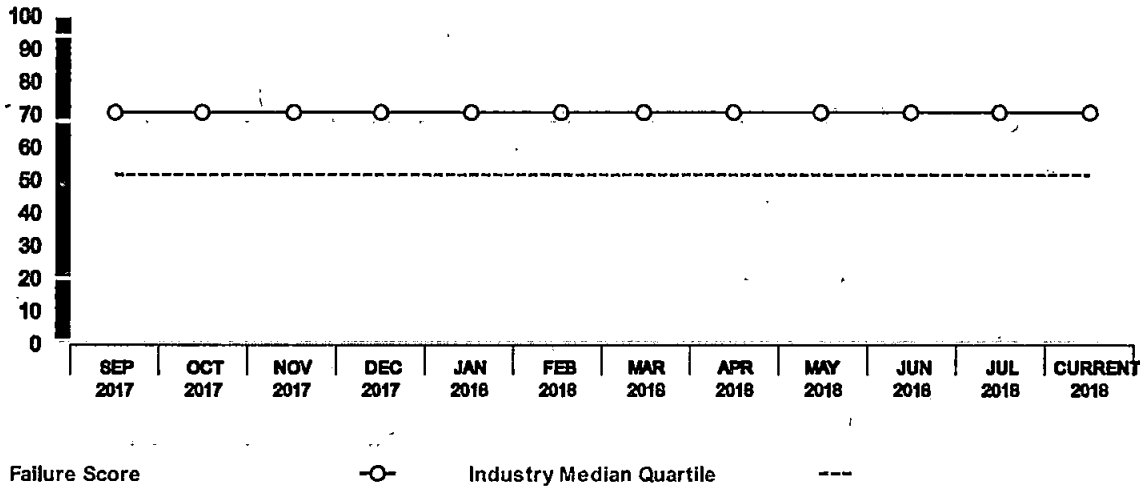
- Composite credit appraisal is rated fair
- UCC Filings reported
- High number of enquiries to D&B over last 12 months

Level of Risk
Low-Moderate

Probability of Failure
0.13%

Average Probability of Failure for Businesses in D&B Database
0.48%

Business and Industry Trends



Delinquency Score Formerly Commercial Credit Score

87

Low Risk (100) High Risk (1)

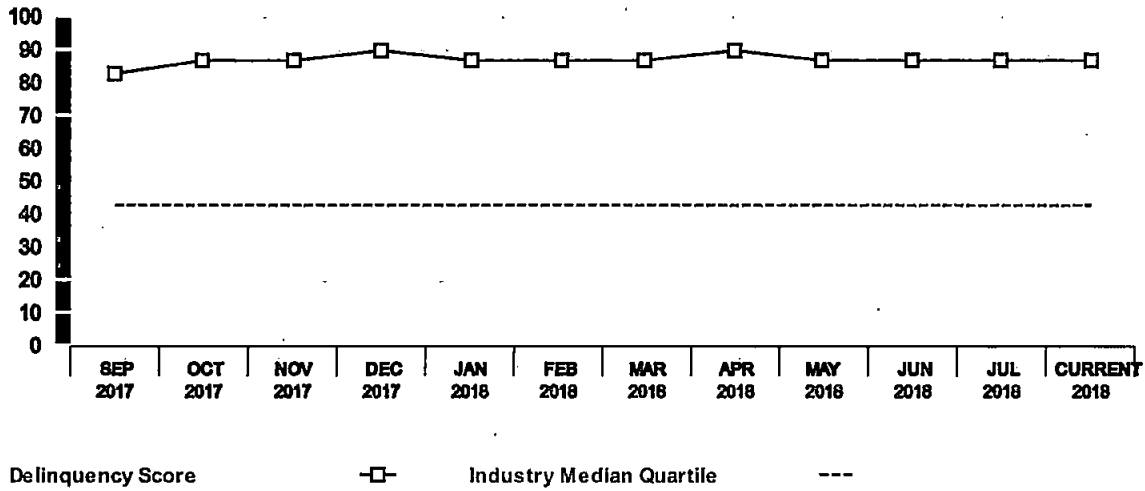
- Higher risk industry based on delinquency rates for this industry
- Evidence of open suits
- Proportion of slow payments in recent months

Level of Risk
Low-Moderate

Probability of Delinquency
1.86%

Compared to Businesses in D&B Database
10.20%

Business and Industry Trends



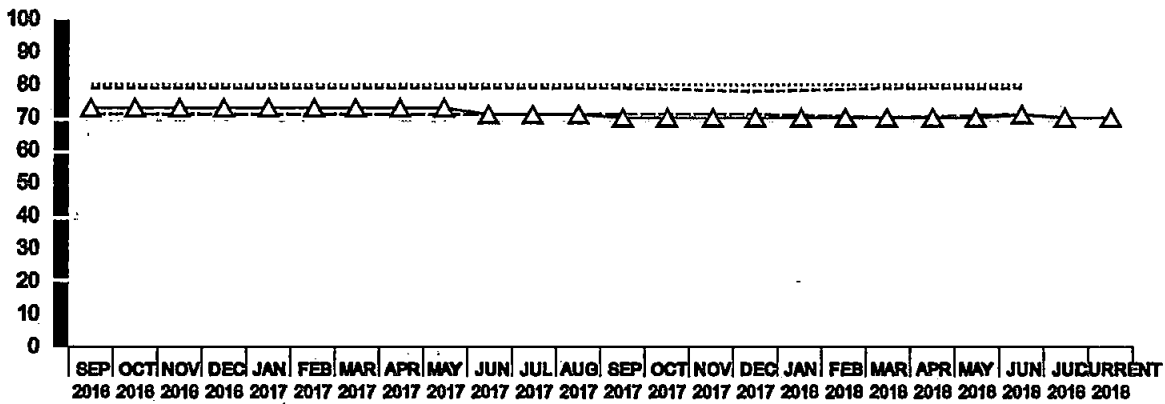
PAYDEX®

Based on 24 months of data

| | | | |
|-----------------------------|---------------|--------------------------------|---|
| 70 Low Risk (100) | High Risk (0) | Risk of Slow Pay Low | Payment Behavior 15 Days Beyond Terms |
|-----------------------------|---------------|--------------------------------|---|

Business and Industry Trends

7375 - Information retrieval services



| | | | |
|-------------------------|-------|--------------------------|-----|
| PAYDEX® | △ | Industry Median Quartile | --- |
| Industry Upper Quartile | | Industry Lower Quartile | --- |

D&B Rating

Current Rating as of 11-09-2016

Previous Rating

Employee Size

Risk Indicator

Employee Size

Risk Indicator

1R: 10 employees and over

3: Moderate Risk

1R: 10 employees and over

4: Higher than Average Risk

Small Business Risk Insight (SBRI)

| SBRI Payment Summary | |
|---|-----------------------|
| Total Open Ended Credit Utilization | 51% |
| Percent of All Dollar Obligations in Cycle 2+ | 0% |
| Total Exposure | US\$ 2,332,457 |

| Trade Payment Summary | |
|-----------------------|---------------------|
| Largest High Credit | US\$ 250,000 |
| Payment Behavior | 15 |
| Days Beyond Terms | |

| SBRI Attributes | | |
|----------------------------------|---|---------------------------------|
| Total Balance: | Number of Open Accounts: | Time Since Most Recent Cycle 2: |
| US\$ 2,283,147 | 16 | 1 Years, 8 Months |
| Credit Card Balance: US\$ 50,729 | Number of SBRI Accounts Opened in the last 12 months: 1 | Worst Delinquent All Accounts: |
| Lease Balance: US\$ 265,199 | Maximum Age of All Open Accounts: 13 Years, 11 Months | Past 1 - 3 Months: 1 Cycle |
| Loan Balance: US\$ 2,014,901 | | Past 1 - 12 Months: 1 Cycle |
| Line of Credit Balance: US\$ 0 | | |

SBRI Origination Lease Score

871

High Risk (0) Low Risk (999)

Moderate Risk of serious delinquency over the next 12 months.

- Commentaries**
- Industry classification
 - Recency of delinquencies
 - Number of inquiries last 6 months

SBRI Origination Card Score

862

High Risk (0) Low Risk (999)

Moderate Risk of serious delinquency over the next 12 months.

- Commentaries**
- Industry classification
 - Proportion of satisfactory payment experiences
 - Proportion of revolving account balances to revolving limits

SBRI Origination Loan Score

866

High Risk (0) Low Risk (999)

Moderate Risk of serious delinquency over the next 12 months!

- Commentaries**
- Length of time trade lines have been established
 - Industry classification
 - Delinquent past or present credit obligation(s)

Account Summaries

| Type ^ | Lender | Date Reported | Open Date | Close Date | Current Balance (US\$) | Secured / Unsecured | Total Past Due (US\$) | Past Due cycle 1 (US\$) | Past Due cycle 2 (US\$) | Past Due cycle 3 (US\$) | Past Due cycle 4 (US\$) | Past Due cycle 5 (US\$) |
|---------------|--------|---------------|------------|------------|------------------------|---------------------|-----------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Credit Card | - | 06-30-2018 | 05-08-2015 | 07-24-2017 | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card | - | 06-30-2018 | 08-26-2004 | - | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card | - | 06-30-2018 | 07-24-2014 | - | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card | - | 06-30-2018 | 08-26-2004 | - | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card | - | 06-30-2018 | 04-25-2000 | 09-08-2016 | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card | - | 01-31-2018 | 11-16-2011 | - | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card | - | 11-30-2017 | 05-08-2015 | 07-24-2017 | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card | - | 11-30-2017 | 08-26-2004 | 07-24-2017 | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card | - | 11-30-2017 | 08-26-2004 | 07-25-2017 | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card | - | 11-30-2017 | 07-24-2014 | 07-24-2017 | 0 | No | 0 | 0 | 0 | 0 | 0 | 0 |
| Totals | | | | | US\$ 0 | | US\$ 0 | US\$ 0 | US\$ 0 | US\$ 0 | US\$ 0 | US\$ 0 |

Items per page 10 | 20 | 30 | 50 | 100

Trade Payments

Trade Payments Summary

Overall Payment Behavior

15

Days Beyond Terms

% of Trade Within Terms

94%

Highest Past Due

US\$ 500

Highest Now Owning:

US\$ 50,000

Total Trade Experiences:

37

Largest High Credit:

US\$ 250,000

Average High Credit:

US\$ 15,157

Total Unfavorable Comments:

0

Largest High Credit:

US\$ 0

Total Placed in Collections:

0

Largest High Credit:

US\$ 0

Trade Payments By Credit Extended

| Range of Credit Extended (US\$) | Number of Payment Experiences | Total Value | % Within Terms |
|---------------------------------|-------------------------------|--------------|----------------|
| 100,000 & over | 1 | US\$ 250,000 | 50 |
| 50,000 - 99,999 | 1 | US\$ 50,000 | 100 |
| 15,000 - 49,999 | 2 | US\$ 45,000 | 100 |
| 5,000 - 14,999 | 4 | US\$ 25,000 | 100 |
| 1,000 - 4,999 | 12 | US\$ 21,000 | 98 |
| Less than 1,000 | 6 | US\$ 3,100 | 84 |

Trade Payments By Industry

| Industry Category | Number of Payment Experiences | Largest High Credit (US\$) | % Within Terms (Expand to View) | 1 - 30 Days Late (%) | 31 - 60 Days Late (%) | 61 - 90 Days Late (%) | 91 + Days Late (%) |
|--|-------------------------------|----------------------------|---------------------------------|----------------------|-----------------------|-----------------------|--------------------|
| ▼ 48 - Communications | 8 | 10,000 | | | | | |
| 4812 - Radiotelephone commun | 2 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| 4813 - Telephone communicatns | 6 | 10,000 | 100 | 0 | 0 | 0 | 0 |
| ▼ 50 - Wholesale Trade - Durable Goods | 2 | 250,000 | | | | | |
| 5044 - Whol office equipment | 1 | 5,000 | 100 | 0 | 0 | 0 | 0 |
| 5045 - Whol computers/softwr | 1 | 250,000 | 50 | 50 | 0 | 0 | 0 |
| ▼ 60 - Depository Institutions | 1 | 50,000 | | | | | |
| 6022 - State commercial bank | 1 | 50,000 | 100 | 0 | 0 | 0 | 0 |
| ▼ 61 - Nondepository Credit Institutions | 2 | 0 | | | | | |
| 6159 - Misc business credit | 2 | 0 | 91 | 9 | 0 | 0 | 0 |
| ▼ 62 - Security and Commodity Brokers Dealers Exchanges and Services | 2 | 2,500 | | | | | |
| 6211 - Security broker/deal | 2 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| ▼ 73 - Business Services | 4 | 20,000 | | | | | |
| 7389 - Misc business service | 4 | 20,000 | 100 | 0 | 0 | 0 | 0 |
| ▼ 87 - Engineering Accounting Research Management and Related Services | 1 | 25,000 | | | | | |
| 8741 - Management services | 1 | 25,000 | 100 | 0 | 0 | 0 | 0 |
| ▼ 96 - Administration of Economic Programs | 1 | 100 | | | | | |
| 9651 - Reg misc corrl sector | 1 | 100 | 100 | 0 | 0 | 0 | 0 |
| ▼ 99 - Nonclassifiable Establishments | 5 | 2,500 | | | | | |
| 9999 - Nonclassified | 5 | 2,500 | 94 | 6 | 0 | 0 | 0 |

Trade Lines

| Date of Experience | Payment Status | Selling Terms | High Credit (US\$) | Now Owes (US\$) | Past Due (US\$) | Months Since Last Sale |
|--------------------|----------------|---------------|--------------------|-----------------|-----------------|-------------------------|
| 07/18 | Pays Promptly | - | 25,000 | 0 | 0 | Between 6 and 12 Months |

| | | | | | | |
|-------|-------------------------|--------------|---------|--------|-----|-------------------------|
| 07/18 | Pays Promptly | N30 | 500 | 500 | 0 | 1 |
| 07/18 | - | Cash account | 1,000 | 0 | 0 | Between 6 and 12 Months |
| 06/18 | Pays Promptly | - | - | 5,000 | 0 | 1 |
| 06/18 | Pays Promptly | - | 20,000 | 7,500 | 0 | 1 |
| 06/18 | Pays Promptly | - | 10,000 | 0 | 0 | 1 |
| 06/18 | Pays Promptly | - | 5,000 | 5,000 | 0 | 1 |
| 06/18 | Pays Promptly | - | 2,500 | 2,500 | 0 | 1 |
| 06/18 | Pays Promptly | - | 2,500 | 0 | 0 | 1 |
| 06/18 | Pays Promptly | N30 | 2,500 | 2,500 | 0 | 1 |
| 06/18 | Pays Promptly | - | 2,500 | 0 | 0 | Between 6 and 12 Months |
| 06/18 | Pays Promptly | N30 | 1,000 | 0 | 0 | Between 6 and 12 Months |
| 06/18 | Pays Promptly | - | 1,000 | 0 | 0 | 1 |
| 06/18 | Pays Promptly | - | 1,000 | 0 | 0 | 1 |
| 06/18 | Pays Promptly | - | 750 | 750 | 0 | 1 |
| 06/18 | Pays Promptly | - | 500 | 0 | 0 | 1 |
| 06/18 | Pays Prompt to Slow 30+ | N30 | 250,000 | 50,000 | 0 | 1 |
| 06/18 | Pays Slow 30+ | - | - | 500 | 500 | 1 |
| 05/18 | - | Cash account | 100 | - | - | 1 |
| 05/18 | - | Cash account | 50 | - | - | 1 |
| 04/18 | Pays Promptly | - | 2,500 | 2,500 | 0 | 1 |
| 04/18 | Pays Promptly | - | 2,500 | 2,500 | 0 | 1 |
| 04/18 | Pays Promptly | - | 1,000 | 1,000 | 0 | 1 |
| 04/18 | Pays Promptly | - | 1,000 | 1,000 | 0 | 1 |
| 04/18 | Pays Prompt to Slow 15+ | - | 1,000 | 750 | 0 | 1 |
| 04/18 | - | Cash account | 50 | - | - | 1 |
| 04/18 | - | Cash account | 50 | - | - | 1 |
| 01/18 | - | Cash account | 50 | - | - | 1 |
| 10/17 | - | Cash account | 50 | - | - | 1 |
| 08/17 | cash own option | Cash account | 500 | - | - | 1 |
| 06/17 | - | - | 5,000 | 0 | 0 | Between 6 and 12 Months |
| 05/17 | Pays Promptly | - | 50,000 | 0 | 0 | Between 6 and 12 Months |
| 03/17 | - | Cash account | 100 | - | - | 1 |
| 11/16 | Pays Promptly | - | 5,000 | 0 | 0 | Between 6 and 12 Months |
| 11/16 | Pays Promptly | - | 750 | 0 | 0 | Between 6 and 12 Months |
| 10/16 | satisfactory | - | 100 | - | - | 1 |
| 07/16 | - | Cash account | 50 | - | - | 1 |

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

| Judgements | Liens | Suits | UCC Filings |
|------------------|------------------|---------------------------|---------------------------|
| 0 | 0 | 1 | 17 |
| Latest Filing: - | Latest Filing: - | Latest Filing: 07-22-2015 | Latest Filing: 01-19-2017 |

Events

Suit -

| | |
|-----------------------------|---|
| Filing Date | 07-22-2015 |
| Filing Number | 2015800293CJC |
| Status | Pending |
| Date Status Attained | 07-22-2015 |
| Received Date | 08-07-2015 |
| Amount | US\$ 5,000 |
| Plaintiffs | MALIK AZHAR |
| Defendant | ACCURATE BACKGROUND LLC |
| Defendant | AND OTHERS |
| Court | ORANGE COUNTY SMALL CLAIMS COURT/SANTA ANA, SANTA ANA, CA |

UCC Filing - Original

| | |
|----------------------|---|
| Filing Date | 01-19-2017 |
| Filing Number | 177567169281 |
| Received Date | 02-10-2017 |
| Collateral | All Assets and proceeds |
| Secured Party | BRIGHTWOOD LOAN SERVICES LLC, AS ADMINISTRATIVE AGENT AND AS COLLATERAL AGENT, NEW YORK, NY |
| Debtors | ACCURATE BACKGROUND, LLC |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA |

UCC Filing - Original

| | |
|----------------------|---|
| Filing Date | 01-19-2017 |
| Filing Number | 177567169160 |
| Received Date | 02-10-2017 |
| Collateral | All Assets and proceeds |
| Secured Party | BRIGHTWOOD LOAN SERVICES LLC, AS ADMINISTRATIVE AGENT AND AS COLLATERAL AGENT, NEW YORK, NY |
| Debtors | ACCURATE BACKGROUND HOLDINGS, LLC |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA |

UCC Filing - Original

| | |
|----------------------|---|
| Filing Date | 04-14-2016 |
| Filing Number | 167519873805 |
| Received Date | 04-29-2016 |
| Collateral | Leased Computer equipment and proceeds |
| Secured Party | DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX |
| Debtors | ACCURATE BACKGROUND, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA |

UCC Filing - Original

Filing Date 04-12-2016
Filing Number 167519439469
Received Date 04-29-2016
Collateral Equipment and proceeds
Secured Party U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION, MARSHALL, MN
Debtors ACCURATE BACKGROUND, LLC
Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date 08-20-2015
Filing Number 157481189529
Received Date 09-04-2015
Collateral Equipment including proceeds and products
Secured Party LENOVO FINANCIAL SERVICES, JACKSONVILLE, FL
Debtors ACCURATE BACKGROUND, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Assignment

Filing Date 08-19-2014
Filing Number 1474250140
Received Date 09-05-2014
Original Filing Date 07-24-2014
Original Filing Number 147421511187
Secured Party TECHNOLOGY FINANCE CORPORATION, SCOTTSDALE, AZ
Secured Party U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN
Debtors ACCURATE BACKGROUND, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date 07-30-2014
Filing Number 147422508770
Received Date 08-15-2014
Collateral Leased Computer equipment and proceeds
Secured Party DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors ACCURATE BACKGROUND, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date 07-24-2014
Filing Number 147421511187
Received Date 08-12-2014
Collateral Leased Equipment
Secured Party TECHNOLOGY FINANCE CORPORATION, SCOTTSDALE, AZ
Debtors ACCURATE BACKGROUND, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date 03-28-2014
Filing Number 147405221632
Received Date 04-11-2014
Collateral Leased Computer equipment and proceeds
Secured Party DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors ACCURATE BACKGROUND, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date 09-16-2013
Filing Number 137377926489
Received Date 09-26-2013
Collateral Equipment and proceeds
Secured Party U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION, MARSHALL, MN
Debtors ACCURATE BACKGROUND, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date 01-31-2008
Filing Number 087145718324
Received Date 02-11-2008
Collateral Computer equipment
Secured Party SYNERGY RESOURCES, MINNEAPOLIS, MN
Debtors ACCURATE BACKGROUND INC
Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction

There may be additional UCC Filings in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the law suit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

Special Events

08-30-2017

WORK FORCE CHANGES: According to published reports, Accurate Background announced that they have expanded their offices to include an additional facility. The expansion consists of an additional 40,000 square feet within their Irvine headquarters office complex.

Company Profile

Company Overview

| | | |
|---|--|---|
| D-U-N-S 17-647-7016 | Mailing Address United States | Annual Sales US\$ 44,858,000 |
| Legal Form Corporation (US) | Telephone (800) 784-3911 | Employees 360 (315 here) |
| History Record Clear | Fax (800) 784-3593 | Age (Year Started) 20 years (1998) |
| Date Incorporated 10-10-2014 | Website www.accuratebackground.com/contact-us.php?sec=13 | Named Principal David C Dickerson, MBR-CEO |
| State of Incorporation California | Present Control Succeeded 1998 | Line of Business Information retrieval services |
| Ownership Not publicly traded | | |

Business Registration

Corporate and business registrations reported by the secretary of state or other official source as of: 07-27-2018
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

| | |
|-------------------------------|----------------------------|
| Registered Name | ACCURATE BACKGROUND, LLC |
| Corporation Type | Corporation (US) |
| Business Commenced On | 1998 |
| State of Incorporation | CALIFORNIA |
| Registration ID | 201428610203 |
| Registration Status | ACTIVE |
| Filing Date | 10-10-2014 |
| Where Filed | BUSINESS PROGRAMS DIVISION |

Registered Agent

| | |
|----------------|----------------------------------|
| Name | CT CORPORATION SYSTEM (C0168406) |
| Address | CA |

Registered Principal

| | |
|----------------|--|
| Name | PIERO BROCCARDO |
| Title | |
| Address | 7515 IRVINE CENTER DR, IRVINE, CA, 926180000 |

| | |
|----------------|--|
| Name | DAVID C DICKERSON |
| Title | |
| Address | 7515 IRVINE CENTER DR, IRVINE, CA, 926180000 |

Principals

Officers

DAVID C DICKERSON, MBR-CEO
 TIM DOWD, MBR-PRES
 AARON CHARBONNET, MBR-SR V PRES OF SALES
 PIERO BROCCARDO, MBR-CFO

Directors

DIRECTOR(S): THE OFFICER(S)

Company Events

The following information was reported on: 05-09-2018

The California Secretary of States business registrations files showed that Accurate Background, LLC was registered as a Limited Liability Company on October 10, 2014, under the file registration number 201428610203.

Business started 1998. 100% of capital stock is owned by David C Dickerson.

RECENT EVENT..

On May 9, 2018, sources stated that Accurate Background, LLC, Irvine, CA announced that they have expanded their offices to include an additional 40,000 square feet within their Irvine headquarters office complex on August 29, 2017. Further details are unavailable.

DAVID C DICKERSON. 1997-present active here.

TIM DOWD. Antecedents are unknown.

AARON CHARBONNET. Antecedents are unknown.

PIERO BROCCARDO. Antecedents are unknown.

Business address has changed from 20988 Bake Flwy #104, Lake Forest, CA, 92630 to 6 Orchard Ste 200, Lake Forest, CA, 92630.

Business address has changed from 6 Orchard Ste 200, Lake Forest, CA, 92630 to 7515 Irvine Center Dr, Irvine, CA, 92618.

Business Activities And Employees

The following information was reported on: 05-09-2018

Business Information

| | |
|-------------------------|---|
| Trade Names | SELECTFORCE |
| Description | Provides information retrieval services, specializing in on-line data base information (100%). Has 1100 account(s). Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International. |
| Employees | 360 which includes officer(s) and 2 part-time. 315 employed here. |
| Financing Status | Secured |
| Facilities | Leases 58,649 sq. ft. on both floor of a two story concrete block building. |
| Location | Industrial section on side street. |

SIC/NAICS Information

| SIC Codes | SIC Description | Percentage of Business |
|-----------|--------------------------------|------------------------|
| 7375 | Information retrieval services | - |

73759902

On-line data base information retrieval

NAICS Codes

NAICS Description

519190

All Other Information Services

Government Activity

Activity Summary

| | |
|--|----|
| Borrower(Dir/Guar) | No |
| Administrative Debt | No |
| Contractor | No |
| Grantee | No |
| Party excluded from federal program(s) | No |

Source: D&B | Currency: All figures shown in USD unless otherwise stated

Financials

Key Business Ratios

Statement date

12-31-2014

Based on Number of Establishments

38

| | Ratio for the business | Industry Median | Industry Quartile |
|------------------------------------|------------------------|-----------------|-------------------|
| Profitability | | | |
| Return On Assets | 0.5 | 1.7 | 3 |
| Return on Net Worth | 9.7 | 6.2 | 2 |
| Return on Sales | 0.4 | 3.5 | 3 |
| Short Term Solvency | | | |
| Current Liabilities to Inventory | | 376.7 | - |
| Current Liabilities Over Net Worth | 999.9 | 34.2 | 1 |
| Current Ratio | 1.1 | 1.8 | 3 |
| Quick Ratio | 1.1 | 1.0 | 2 |
| Efficiency | | | |
| Accounts Payable to Sales | 13.1 | 5.8 | 1 |
| Assets Over Sales | 75.6 | 139.0 | 1 |
| Collection Period | 99.5 | 48.9 | 1 |
| Sales to Inventory | | 19.9 | - |
| Sales Over Net Working Capital | 20.4 | 2.7 | 1 |
| Utilization | | | |
| Total Liabilities Over Net Worth | 999.9 | 60.7 | 1 |

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Vietnam
 Virgin Islands (British)
 Virgin Islands (US)
 Wallis and Futuna
 Western Sahara
 Yemen
 Zambia, Republic of
 Zimbabwe

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| X | X | | | X | X | X | X | X | X | | X |
| X | X | X | N | X | X | X | X | X | X | | X |
| X | X | X | N | X | X | X | X | X | | | X |
| X | X | X | L | X | X | X | X | | X | X | |
| X | X | | | X | X | X | X | X | X | | |
| X | X | X | N | X | X | X | X | X | X | X | X |
| X | X | X | N | X | X | X | X | X | X | X | X |
| X | X | X | N | X | X | X | X | X | X | X | X |

N = National

L = Local

P = Post Only

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

8/14/2019 | 2:44:28 PM PDT

Date

DocuSigned by:
Tiffany Willis

F3808760FD9148C

Authorized Signature & Title

Corporate Counsel

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Accurate Background, LLC **Contact**

Signature

7515 Irvine Center Drive

Printed Name

Address

Irvine CA 92618

Position with Company

**Official
Authorizing
Proposal**

DocuSigned by:
Tiffany Willis
F3808760FD9146C...

Signature

Tiffany Willis

Printed Name

Phone

800.784.3911

Counsel

Position with Company

Fax

800.784.3593

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Tiffany Willis, as an authorized representative of

Accurate Background, LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:
Tiffany Willis
F3808760FD9146C...

Signature of Named Authorized Company Representative

8/14/2019 | 2:44:28 PM PDT

Date

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Accurate Background, LLC

Street: 7515 Irvine Center Drive

City, State, Zip Code: Irvine, CA 92618

Complete as appropriate:

I, _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, PETER B. HARKER, an authorized representative of ACCURATE BACKGROUND, LLC a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

| Name | Address | Interest |
|-----------------------|--|--------------|
| <u>Dave Dickerson</u> | <u>7515 IRVINE CENTER DRIVE IRVINE, CA 92614</u> | <u>86.3%</u> |
| | | |
| | | |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8 AUG 2019
Date

[Signature], CFO
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Accurate Background, LLC

Street: 7515 Irvine Center Drive

City, State, Zip Code: Irvine, CA 92618

State of CALIFORNIA

County of ORANGE

I, PETER B. HARKER of the IRVINE
Name City

in the County of ORANGE, State of CALIFORNIA
of full age, being duly sworn according to law on my oath depose and say that:

I am the CFO of the firm of ACCURATE BACKGROUND, LLC
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

ACCURATE BACKGROUND, LLC
Company Name

[Signature] CFO
Authorized Signature & Title

Subscribed and sworn before me

this 8th day of August, 2019

see attached

Notary Public of _____
My commission expires JUNE 8, 2021

SEAL

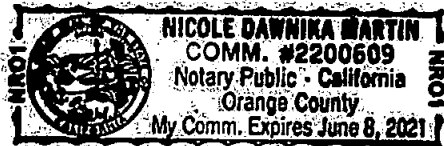
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 8th
day of August, 2019, by Peter Harker

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Peter Harker", written over a horizontal line.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

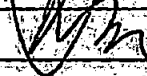
Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|--|---------------|
| Name: <u>DAVE DICKERSON</u> | Name: |
| Home Address: <u>7515 RUANE CTR. DRIVE</u> <u>IRVINE, CA 92614</u> | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

| | |
|---|--|
| Subscribed and sworn before me this <u>8th</u> day of <u>August</u> 20 <u>19</u> |  |
| (Notary Public) | (Affiant) |
| My Commission expires: <u>6/8/21</u> | <u>PETER B. HARPER, CFO</u> |
| <u>see attached</u> | (Print name & title of affiant) |
| | (Corporate Seal) |

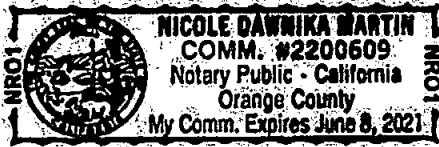
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 8th
day of August, 2019 by Peter Harker

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Nicole D. Martin", written over a horizontal line.

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ✓ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| Section/Page | Term, Condition or Specification | Exception/Proposed Modification | Accepted For Region 4 ESC's use) |
|--|--------------------------------------|--|----------------------------------|
| 1. Draft Contract pg. 1 | Term of Agreement | Request that Contractor may elect not to renew by providing one hundred eighty days' notice to Region 4 ESC. | |
| 6. Entire Agreement/ Draft Contract pg. 2 | Entire Agreement (Parol evidence) | Request the following: All agreements are contained herein and no other agreements or representations that materially alter it are acceptable, <i>unless reduced to writing and signed by both parties.</i> | |
| 9. Contract Alterations / Draft Contract Pg. 2 | Contract Alteration | Request that any contract alteration not only be authorized and signed by Region 4 ESC, but by Contractor as well. | |
| 11. Termination of Contract / Draft Contract pg. 3 | (a) Cancellation for non-performance | We respectfully request more than 10 days to provide a satisfactory response. Depending on the concern, it may take more | |

| | | | |
|--|------------------------------|---|--|
| | | than 10 days to adequately provide a response. We will cooperate with good faith to immediately address any concerns, but would like this to be modified – <i>Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC, or as otherwise agreed between the parties.</i> | |
| | (b) Termination for Cause | We would respectfully request the opportunity to cure any defaults or other issues that may arise prior to termination. We request at least 30days to cure. | |
| | (c) Delivery Service Failure | We are happy to terminate but do not agree to such damages. We request the deletion of the following sentence: <u><i>In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</i></u> | |
| 17. Contract Price Adjustment / Draft Contract pg. 4 | Price Adjustment | We request an exception to this price adjustment. In the background screening industry, third party fees from verification lines, educational institutions, state fees, motor vehicle fees, drug testing fees, international processing fees, and other third party fees are passed through and are not part of the “standard” price. Due to the fact the fee is a third party fee and is subject to change by the requisite source, we request the opportunity to clarify that pass through fees may be adjusted based upon the source of the fee. | |
| 30. Indemnity / Draft Contract pg. | Indemnity | We request the following language instead: Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and | |

| | | | |
|---|--------------------------|--|--|
| | | agents against all <i>third party</i> claims, damages, losses and expenses arising out of or resulting from the <i>negligent</i> actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. | |
| 32. Insurance/ Draft of Contract pg. 6 | Certificate of Insurance | With regard to subcontractor's performing any work and the coverage we respectfully request that any insurance requirements for our subcontractors be in the amount and type deemed appropriate for the type of services the subcontractor is performing. | |
| Appendix B / Terms and Conditions Acceptance form | Pg. 24 of the RFP | <p>We cannot agree to the following:</p> <p>If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.</p> <p>If we made exceptions to the contract and they are not approved, then our offer is not accepted. Therefore, we do not have a valid contract. So, we request the opportunity to discuss any contract provisions.</p> | |
| RFP pg. 9 – 7. Additional Agreement | | If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal - We have attached our standard agreement. | |

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Accurate Background, LLC

Street: 7515 Irvine Center Drive

City, State, Zip Code: Irvine, CA 92618

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I PETER B. HARKER, an authorized representative of ACCURATE BACKGROUND, LLC a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

| Name | Address | Interest |
|-----------------------|--|--------------|
| <u>Dave Dickenson</u> | <u>7515 IRVINE CENTER DRIVE IRVINE, CA 92614</u> | <u>86.3%</u> |
| | | |
| | | |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8 AUG 2019
Date

[Signature] CFO
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Accurate Background, LLC

Street: 7515 Irvine Center Drive

City, State, Zip Code: Irvine, CA 92618

State of CALIFORNIA

County of ORANGE

I, PETER B. HARKER of the IRVINE
Name City

in the County of ORANGE, State of CALIFORNIA
of full age, being duly sworn according to law on my oath depose and say that:

I am the CFO of the firm of ACCURATE BACK GROUND, LLC
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

ACCURATE BACK GROUND, LLC
Company Name

[Signature] CFO
Authorized Signature & Title

Subscribed and sworn before me

this 8th day of August, 2019

see attached

Notary Public of _____
My commission expires June 8, 2021

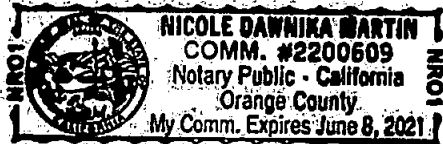
SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 8th
day of August, 2019, by Peter Harter

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read 'Peter Harter', written over a horizontal line.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

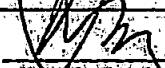
Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|--|---------------|
| Name: <u>DAVE DICKERSON</u> | Name: |
| Home Address: <u>7515 RUANE CTR. DRIVE</u> <u>IRVINE, CA 92614</u> | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

| | |
|---|--|
| Subscribed and sworn before me this <u>8th</u> day of <u>August</u> , 20 <u>19</u> |  |
| (Notary Public) | (Affiant) |
| My Commission expires: <u>6/8/21</u> | <u>PETER B. HARPER, CPA</u> |
| <u>see attached</u> | (Print name & title of affiant) |
| | (Corporate Seal) |

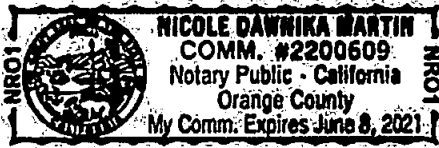
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 8th
day of August, 2019 by Peter Harker

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

Nicole Dawnika Martin