

Consumer Report User's Agreement

This Agreement is made and entered into by and between Employment Screening Services, (hereinafter called ESS) a pre-employment screening company, which derives information from records in accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508 Title VI.) and Baldwin County Commission ("Client").

ESS is a consumer reporting agency (CRA) and any information provided to users is a consumer report. All users of ESS' consumer reports agree to the following conditions:

1. Permissible Purposes

- **To fully comply with all provisions of the Fair Credit Reporting Act (15 USC 1681 et seq) (FCRA), and without limitation, to provide applicants for employment, on whom a consumer report is ordered, with a Summary of Rights under the FCRA.**

C FG (Client Initials)

- That the nature of Client's business is Local Government
- To request information only for the Client's exclusive use, and the Client certifies that inquiries will be made only for the following purposes that are checked and no other purposes;
 - a. For employment purposes; and Client agrees to identify to ESS each request for a report to be used in such a manner at the time such report is requested; or
 - b. In connection with the underwriting of insurance involving the consumer; or
 - c. In connection with a business transaction involving the consumer; and the Client agrees to identify to ESS each request for this purpose at the time such report is ordered, and to specify the business purpose for such report.

2. Certification of Legal Compliance and Use of Reports

Information provided must be used for employment purposes only, including hiring, promotion, reassignment, and retention of employees. Final verification of the individual's identity and proper use of the report are the user's responsibility. The FCRA provides that any person who knowingly and willfully obtains information from a consumer reporting agency under false pretenses shall be fined under Title 18, or imprisoned not more than two years, or both. The information contained in consumer reports is intended for the use of the undersigned and shall not be disclosed to a third party.

When using consumer report and/or investigative consumer report information obtained through ESS, the undersigned certifies to Employment Screening Services and agrees to abide by the following:

- Adhere to the requirements of Fair Credit Reporting Act
- Not use any information products received in violation of any applicable federal, state or local laws, and have in place reasonable procedures designed to comply with the laws and accept full responsibility for complying with all such laws
- Accept full responsibility for any and all consequences of use and/or dissemination of information received
- Have reasonable procedures for the fair and equitable use of the background information
- To take precautionary measures to protect and secure the confidentiality and dissemination of the private information
- To abide by Appendices A, B (Authorized Access Agreement), and C (Access Security Requirements)
- Retain information received from ESS for a period of five (5) years from the date the report was received
- Prior to obtaining a "consumer report" and/or an "investigative consumer report" will provide a clear and conspicuous written disclosure (in a document consisting solely of the disclosure) to the applicant explaining that a report may be obtained for employment purposes
- Obtain a written authorization consent form signed by the applicant before ordering any reports
- Send the reports and the document entitled *A Summary of your Rights Under the FCRA* to the applicant before denying employment based in whole, or in part, on the report
- ~~Will only order Moving Violation Reports and/or Driving Records (MVRs) in strict compliance with the Driver Privacy Protection Act (DPPA) and any related state laws~~
- Allow ESS to audit its records at any time, upon reasonable notice given

C FG (Client Initials)

BEFORE denying employment or taking other adverse employment action in part or wholly based on a consumer report provided by ESS, the undersigned will:

- Disclose to the applicant that a consumer report was ordered
- Notify the applicant by sending a Pre-adverse Action Letter that contains the name, address, and toll-free telephone number of the consumer reporting agency
- Provide to the applicant a copy of the consumer report
- Provide to the applicant your company's (the undersigned) address and telephone number, as well as a notice of their right to dispute the accuracy of the consumer report (*A Summary of Your Rights Under the Fair Credit Reporting Act*)
- Allow the applicant a reasonable amount of time to respond to this pre-adverse notification before final determination is made or adverse action is taken

When denying employment or taking other adverse employment action in part or wholly based on a consumer report provided by ESS, the undersigned will:

- Provide notice to the applicant of the adverse action by sending an Adverse Action Letter
- Provide written disclosure to the applicant of the nature and scope of the investigation requested
- Provide to the applicant the name, address, and toll-free telephone number of the consumer reporting agency and a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the applicant with the specific reasons why the adverse action was taken
- Provide notice to the applicant of his/her right to obtain within sixty (60) days a free copy of the consumer report from the consumer reporting agency and to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the consumer reporting agency
- Comply with any specific state laws requirements that are in addition to the FCRA requirements

3. International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, Employment Screening Services cannot be either an insurer or a guarantor of the accuracy of the information reported. End-User therefore releases Employment Screening Services and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

4. Confidentiality

Each party to this Agreement will not intentionally reveal, publish, or otherwise disclose, and will use its best efforts to prohibit the unintentional disclosure, to any third party of any confidential or proprietary information concerning the other party including, but not limited to its processes, procedures, systems, vendors, trade secrets, or prices (including fees charged under this Agreement) unless such information is or becomes generally known to the public or enters the public domain. Notwithstanding anything in this Agreement to the contrary, ESS acknowledges that Client is a governmental agency, and therefore, Client shall be entitled to disclose any information required in accordance with applicable federal and state laws or any order of the court or other governmental agencies

5. Security of Information

Consumer reports contain sensitive information. The security and dissemination of this information will be the responsibility of the person signing this agreement. Necessary precautions include safeguarding of passwords, limiting access to terminal devices used to obtain reports, and the secure handling of hard copy reports including their destruction when no longer necessary. Every user is assigned a unique user ID and password. When a user terminates employment, or no longer has access to consumer reports, it is the Client's responsibility to deactivate the user's ID and password from the system and to notify ESS that the user has ~~terminated employment or is no longer to have access to consumer reports. Client further agrees that no~~ individual other than the specific user should have access to another user's ID and password.

6. Payment

Client agrees to pay ESS upon receipt of statement for services rendered during the previous 30-day period according to the current rate schedules in effect. The initial services and rates are described in Appendix D attached hereto.

CF (Client Initials)

Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, or other governmental agencies, educational institutions, employer verification lines, and licensing agencies, incurred by ESS in completing searches, will be passed on to the Client. All payments shall be due thirty (30) days after receipt of the invoice. If payment is not received, ESS may place the account on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with ESS. Past due amounts shall accrue interest at the rate 1.5% per month. If collection efforts are required, Client agrees to pay all costs of collection including reasonable attorney's fees and court costs. Client agrees that providing credit card information and submitting it electronically to ESS represents a legal authorization to debit the card for the order placed.

7. Release Forms

In accordance with the Fair Credit Report Act as amended September 30, 1997, the applicant must give written consent, in a document consisting solely of this notice, prior to the administration of any consumer report. In some cases ESS requires the possession of the release form in order to convey to reporting institutions. ESS will notify the user when a standard, stand-alone document or a unique, individualized form is required. The user is responsible for maintaining the said release for the period dictated by state and federal laws. Occasionally, ESS will request release forms of past orders as part of an auditing process.

8. Agreement to Arbitrate

The Client agrees to submit to arbitration under the commercial arbitration rules of the American Arbitration Association any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. The Client further agrees that any such controversy or claim shall be submitted to a mutually agreeable arbitrator selected from the panel of arbitrators of the American Arbitration Association. In the event a mutually agreeable arbitrator cannot be found on the above referenced panel, a mutually agreeable attorney licensed to practice law in the State of Alabama will be selected by the parties to serve as an arbitrator.

9. ESS Agrees:

- To maintain information on individuals as furnished by its Clients or obtained from other available sources for seven (7) years
- To provide the Client with credit and criminal history reports on individuals. ESS reserves the right to change the schedule of service and charges from time to time, but no change in such schedule shall become effective as to the Client earlier than 30 days after written notice thereof shall have been given by ESS to the Client
- To verify that the Client location has been physically checked as a legitimate existing business
- To provide client with all felony and misdemeanor pending cases and conviction records for a period of seven (7) years

10. It is mutually agreed:

- Client agrees that it will consult with its own legal staff or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information
- Client will provide to ESS a signed User Agreement for each individual that will have authority to input and/or receive consumer report information and ensures that each user has received a copy of the "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA"
- Client agrees that no individual other than the specific user will have access to another user's ID and password
- This agreement as of date of execution, shall remain in effect for 36 months from date of execution. It is further agreed that with a delinquency in payment or a violation of the terms of this contract or any other legal requirement, that ESS may upon its election, discontinue serving the Client and cancel the Agreement immediately

C-6 (Client Initials)

11. Warranties and Remedies:

Client understands that ESS obtains the information reported in its information products from various third party sources "AS IS," and therefore is providing the information to the Client "AS IS." ESS makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for purpose, or implied warranties arising from the course of dealing or a course of performance with respect to accuracy, validity, or completeness of any information products and/or consumer reports, that the Information products will meet the Client's needs or will be provided on an uninterrupted basis; ESS expressly disclaims any and all such representations and warranties.

ESS shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall ESS be held liable in any manner whatsoever for any loss or injury to Client resulting from the obtaining or furnishing of such information; and further that Client agrees to indemnify, defend, and hold ESS harmless from and against any and all claims, suits, proceedings, costs, expenses, losses, and damages brought or suffered by a third party arising out of or resulting from alleged liability or failure of the Client to keep and perform any of its obligations described herein.

ESS does not guarantee Client's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Client may rely in connection with the furnishing of reports. Client understands that any conversation or communication with ESS' representatives regarding searches, verification, or other services offered by ESS are not to be considered a legal opinion regarding such use and is responsible for contacting its own legal counsel should questions arise.

ESS is responsible for furnishing the requested information. It is understood that the final decision to hire, promote, or retain an employee is the discretion of the user.

12. Limitation of Liability

ESS WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES ESS FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE ESS FROM LIABILITY FOR SUCH DAMAGES, PROVIDED HOWEVER, THAT END-USER DOES NOT RELEASE ESS FROM ANY LIABILITY ARISING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ESS (UNLESS ATTRIBUTED OR IMPUTED TO ESS BY REASON OF ANY ACT OR OMISSION OF END-USER WHETHER AS AN AGENT OF ESS OR OTHERWISE). IN THE EVENT ESS IS LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST ESS FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO ESS BY END-USER FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT ESS IS LIABLE TO END-USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST ESS WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST ESS.

The parties agree that this instrument is the full and complete Agreement between them regarding the furnishing of credit and background information, and is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein. This agreement shall not be binding on either party until accepted and signed by both parties.

CFG (Client Initials)

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CFC (Client Initials)

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- Have reasonable procedures for the fair and equitable use of the background information
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5. Security of Information

Consumer reports contain sensitive information. The security and dissemination of this information will be the responsibility of the person signing this agreement. Necessary precautions include safeguarding of passwords, limiting access to terminal devices used to obtain reports, and the secure handling of hard copy reports including their destruction when no longer necessary. Every user is assigned a unique user ID and password. When a user terminates employment, or no longer has access to consumer reports, it is the Client's responsibility to deactivate the user's ID and password from the system and to notify ESS that the user has ~~terminated employment or is no longer to have access to consumer reports. Client further agrees that no~~ Individual other than the specific user should have access to another user's ID and password.

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Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, or other governmental agencies, educational institutions, employer verification lines, and licensing agencies, incurred by ESS in completing searches, will be passed on to the Client. All payments shall be due thirty (30) days after receipt of the invoice. If payment is not received, ESS may place the account on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with ESS. Past due amounts shall accrue interest at the rate 1.5% per month. If collection efforts are required, Client agrees to pay all costs of collection including reasonable attorney's fees and court costs. Client agrees that providing credit card information and submitting it electronically to ESS represents a legal authorization to debit the card for the order placed.

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8. Agreement to Arbitrate

The Client agrees to submit to arbitration under the commercial arbitration rules of the American Arbitration Association any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. The Client further agrees that any such controversy or claim shall be submitted to a mutually agreeable arbitrator selected from the panel of arbitrators of the American Arbitration Association. In the event a mutually agreeable arbitrator cannot be found on the above referenced panel, a mutually agreeable attorney licensed to practice law in the State of Alabama will be selected by the parties to serve as an arbitrator.

9. ESS Agrees:

- To maintain information on individuals as furnished by its Clients or obtained from other available sources for seven (7) years
- To provide the Client with credit and criminal history reports on individuals. ESS reserves the right to change the schedule of service and charges from time to time, but no change in such schedule shall become effective as to the Client earlier than 30 days after written notice thereof shall have been given by ESS to the Client
- To verify that the Client location has been physically checked as a legitimate existing business
- To provide client with all felony and misdemeanor pending cases and conviction records for a period of seven (7) years

10. It is mutually agreed:

- Client agrees that it will consult with its own legal staff or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information
- Client will provide to ESS a signed User Agreement for each individual that will have authority to input and/or receive consumer report information and ensures that each user has received a copy of the "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA"
- Client agrees that no individual other than the specific user will have access to another user's ID and password
- This agreement as of date of execution, shall remain in effect for 36 months from date of execution. It is further agreed that with a delinquency in payment or a violation of the terms of this contract or any other legal requirement, that ESS may upon its election, discontinue serving the Client and cancel the Agreement immediately

CF6 (Client Initials)

11. Warranties and Remedies:

Client understands that ESS obtains the information reported in its information products from various third party sources "AS IS," and therefore is providing the information to the Client "AS IS." ESS makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for purpose, or implied warranties arising from the course of dealing or a course of performance with respect to accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet the Client's needs or will be provided on an uninterrupted basis; ESS expressly disclaims any and all such representations and warranties.

ESS shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall ESS be held liable in any manner whatsoever for any loss or injury to Client resulting from the obtaining or furnishing of such information; and further that Client agrees to indemnify, defend, and hold ESS harmless from and against any and all claims, suits, proceedings, costs, expenses, losses, and damages brought or suffered by a third party arising out of or resulting from alleged liability or failure of the Client to keep and perform any of its obligations described herein.

ESS does not guarantee Client's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Client may rely in connection with the furnishing of reports. Client understands that any conversation or communication with ESS' representatives regarding searches, verification, or other services offered by ESS are not to be considered a legal opinion regarding such use and is responsible for contacting its own legal counsel should questions arise.

ESS is responsible for furnishing the requested information. It is understood that the final decision to hire, promote, or retain an employee is the discretion of the user.

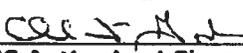
12. Limitation of Liability

ESS WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES ESS FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE ESS FROM LIABILITY FOR SUCH DAMAGES, PROVIDED HOWEVER, THAT END-USER DOES NOT RELEASE ESS FROM ANY LIABILITY ARISING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ESS (UNLESS ATTRIBUTED OR IMPUTED TO ESS BY REASON OF ANY ACT OR OMISSION OF END-USER WHETHER AS AN AGENT OF ESS OR OTHERWISE). IN THE EVENT ESS IS LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST ESS FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO ESS BY END-USER FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT ESS IS LIABLE TO END-USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST ESS WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST ESS.

The parties agree that this instrument is the full and complete Agreement between them regarding the furnishing of credit and background information, and is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein. This agreement shall not be binding on either party until accepted and signed by both parties.

CFG (Client Initials)

Your signature below grants ESS permission to check your company's credit or to check the credit information of its principals and to inspect your business to determine the exact nature of it. Your signature also certifies that you have read and agree to abide by all aspects of this Consumer Report User's Agreement, have received a copy of *Notice to Users of Consumer Reports: Obligations of Users Under the FCRA; Summary of Your Rights Under the Fair Credit Reporting Act; and Remediating the Effects of Identity Theft* and have given a copies of the documents to the person(s) in your company responsible for ordering.

Company Name: Baldwin County Commission		
Address: 312 Courthouse Square, Suite 17		
City: Bay Minette	State: AL	Zip: 36507
Phone: 251-580-1635	Fax: 251-937-0367	Email: Arider@baldwincountyal.gov
Print Name of Authorized Signature: Charles F. Gruber		Title: Commissioner, Chairman
Authorized Signature: 		Date: 9/18/14
ESS Authorized Signature: 		Title: EVP Date: 9.18.14

Service Agreement – Appendix A

THE CLIENT AGREES:

- a. AKA's (Maiden names, Alias names) that are listed on the application or that may be uncovered in the screening process are to be searched on all criminal reports performed by ESS. Additional charges will apply in all states/counties except Alabama.
 - Search AKA's Do not search AKA's CFC (Client Initials)
- b. Criminal records are to be pulled in every location (state and/or county) listed on the application or locations uncovered in the screening process (Social Security Report) on an applicant.
 - Pull all criminal records in every location CFC (Client Initials)
 - or
 - Pull only criminal records for _____ (Client Initials)
- c. Client understands that ESS will provide all felony and misdemeanor pending cases and conviction records for a period of seven (7) years.
- d. Pending criminal cases - Client understands that they can postpone final consideration of any applicant until the case is resolved but should otherwise treat all pending cases as an arrest that has not finished making its way through the legal process. The Client may reject the applicant as follows: "Information available at this time is insufficient to allow the company to make a hiring decision" until a final disposition has been rendered.
- e. Client understands that Instant searches (National Criminal Check, SSN Search, National Sex Offender, and Instant State Criminal Checks) are only intended as a preliminary inquiry and should be used as such. Client agrees that prior to taking any action on a consumer, based on convictions revealed in an Instant search, it will accept the charge and wait for any records to be verified through a subsequent county physical-search. All "instant search" criminal history information reflected should not be considered 100% complete or an accurate history of any individual.
- f. Client will accept additional charges for third party fees (criminal, employment, education, and international fees), if applicable.
- g. Client understands that all statewide systems may not report as thorough information as county searches so to obtain the most thorough and current information both a state and county search are recommended.
- h. Client understands that when a state returns a no disposition or inconclusive information, due to the requirements of Section 607(b) of the FCRA, ESS will automatically order and charge the client for a county search to validate the record.
- i. Client understands and agrees that it will not use the report for hiring decisions until it receives notification from ESS that all searches are complete and the report is finalized.
- j. Client understands and agrees that it will abide by the established I-9 procedures as outlined in the "E-Verify Manual and Memorandum of Understanding" if it has entered into an agreement for ESS to be the Client's Designated Agent for the E-Verify Program.

I have read and I understand, agree, and will abide by all of the above options and requirements.

Client Name Baldwin County Commission

Client Signature [Signature] Date 7/18/14

ESS Signature [Signature] Date 7.18.14

Additional Notes _____

**Service Agreement – Appendix B
Authorized Access Agreement**

I understand that as a designated representative of my employer, Baldwin County Commission, I am authorized to request and receive consumer reports from a consumer reporting agency.

I hereby agree that I shall only request consumer reports on current positions or individuals who have made application for a position with my employer or who are current employees of my employer and have received a disclosure form and authorized the procurement of the report in writing.

I further agree not to obtain consumer reports on myself, associates, or any other person, except in the exercise of my official duties.

I understand that the Fair Credit Reporting Act stipulates that anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be subject to fine and/or imprisonment.

I have received a copy of *Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act; the Summary of Consumer Rights Under the Fair Credit Reporting Act and Remedying the Effects of Identity Theft.*

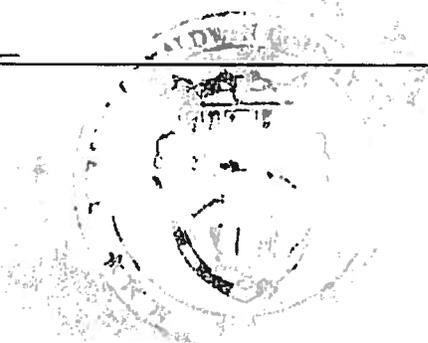
I certify that I will comply with the disclosure and authorization requirements of the FCRA and applicable state laws when requesting and using consumer reports. I certify that information from a consumer report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulations.

I hereby agree to indemnify and hold harmless Employment Screening Services, Inc. from any actions on my part deemed unlawful by the provisions of the Fair Credit Reporting Act or any other law.

Authorized by:

Andrea D. Rider
Authorized Requestor's Name (please print)
Andrea Rider 9/18/14
Signature / Date
Personnel Director
Job Title
arider@baldwincountyal.gov
E-mail Address
(251) 580-1635
Phone Number

Charles F. Gruber
Printed Name of Authorizing Office / Manager
CG
Signature of Authorizing Office / Manager
Commissioner, Chairman
Title of Authorizing Officer / Manager
(251) 972-6833
Phone Number



Service Agreement – Appendix C Security Requirements

The parties of this Agreement acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, it is Client's responsibility to implement these controls. Client agrees to the following:

1. Take reasonable procedures to protect its account number, user IDs and passwords so that only authorized personnel that have a business need are able to access this sensitive information. This includes not posting this information anywhere in the facility. Client agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to change in duties.
2. Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the ESS system. Each user of the system must also have a unique log-in password.
3. Ensure that user IDs are not shared.
4. Keep all passwords confidential.
5. Develop strong passwords that meet the following guidelines:
 - Are not easily guessable
 - Must be at least six (6) alphanumeric characters
 - Must contain at least one (1) numeric character
 - Must not contain the user ID or and/or username
6. Implement password protected screensavers with a maximum of fifteen (15) minute timeout to protect unattended workstations.
7. Not to discuss its account number, user ID, or password by telephone with any unknown caller.
8. Restrict the ability to obtain consumer information to a few key personnel.
9. Keep computers, laptops, and other equipment or hardware used to receive the consumer information under controlled access. Turn off and lock all computers used to obtain consumer information after normal business hours.
10. Secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
11. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data.
12. To shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
13. Develop and follow a security plan to protect the confidentiality and integrity of personal consumer information.
14. Establish processes and procedures for responding to security violations, unusual or suspicious events, and similar incidents to limit damage or unauthorized access to information and to permit identification and prosecution of violators.
15. Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
16. Any stand alone computer that directly accesses the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports and network traffic.

**Service Agreement – Appendix D
Fees and Ordering Instructions**

<i>Product</i>	<i>Fees</i>	<i>Ordering Instructions (Place x by searches to be ordered)</i>
Credit:		
Pre-Employment Credit Report	\$6.00	
Criminal:		
National Criminal Search* Includes: Proprietary Offender Data (POD) <ul style="list-style-type: none"> ▪ Department of Corrections (DOC) ▪ Administrative Office of the Courts (AOC) - dated back 7 years ▪ Department of Public Safety (DPS) ▪ Traffic Court ▪ Multi-State Sex Offender Database ▪ AppALERT ▪ Office of Foreign Assets Control (OFAC) ▪ FBI Most Wanted Terrorists ▪ FBI Most Wanted Fugitives ▪ U.S. Marshals Service Wanted ▪ U.S. Customs Service Wanted ▪ U.S. Department of Justice Wanted ▪ U.S. Secret Service Wanted ▪ U.S. Drug Enforcement Agency Wanted ▪ Other Federal Wanted Lists ▪ Numerous State Wanted Fugitives ▪ Numerous Local Wanted Fugitives 	\$10.00	
County Level Search**	\$12.00 per county	
Federal Level Search	\$10.00 per jurisdiction	
Statewide Search:***	\$6.00 plus Criminal state fees	
Additional Products:		
Social Security Report	\$3.00	
AKA's - Searches	Varies by state/county	
Motor Vehicle Reports	\$ 3.00 plus MVR state fees	
PSP	\$15.00	
Education Verifications****	\$10.00 per	
Employment Verifications****	\$10.00 per	
Reference Verifications	\$10.00 per	
Professional License****	\$10.00	
Sex Offender (Multi-State)	\$8.00	
FACIS® LEVEL 1 M	\$3.00	
FACIS® LEVEL 2	\$5.00	
FACIS® LEVEL 3	\$7.00	
I-9 Verification	\$5.00	
Worker's Compensation Report	\$16.00	
Global Report (OFAC & Denied Parties List)	\$5.00	
OIG	\$5.00	
County Civil	\$NA	
Federal Civil	\$25.00	
National Eviction Search	\$30.00	
<p>* All National Criminal hits will be verified with either a state or county search for validity. Extra state or county fees will apply. ** Some counties may have clerk assisted fees added. *** Some counties may not be timely in reporting result to statewide systems; therefore, a direct verification of a county search may be more accurate. *** If a statewide search shows inconclusive results, a county search will be performed for validity. Extra fees will apply. **** Any Verification that uses a 3rd Party such as Work Number, Degree Check, etc. will be accessed additional fees AKA's will incur additional costs. ®FACIS® is a registered trademark of Verisys Corporation.</p>		

Drug Testing:			
5 Panel Drug Screen		\$	
10 Panel Drug Screen		\$	
Instant 5 Panel Drug Test		\$	
Instant 10 Panel Drug Test		\$	
Hair Testing		\$	
Breath Alcohol Test			
Collection Fee			
Criminal Fees*			
State	Availability	Fees	Signed Consent Needed
Alabama	Statewide	\$3.00	
Arkansas*	Statewide	\$5.00	
Colorado	Statewide	\$5.75	
Connecticut	Statewide	\$6.75	
Delaware	Statewide	\$12.50	
Florida	Statewide	\$24.00	
Georgia	Statewide	\$3.00	Required to Process Work
Hawaii	Statewide	\$8.00	
Indiana	Statewide	\$16.75	
Kansas	Statewide	\$20.00	
Kentucky	Statewide	\$20.00	
Maine	Statewide	\$33.00	
Maryland	Statewide	\$4.00	
Michigan*	Statewide	\$10.00	
Minnesota	Statewide	\$7.00	
Missouri	Statewide	\$12.75	
New Jersey	Statewide	\$8.00	
New Mexico	Statewide	\$7.00	
New York	Statewide	\$68.00	
North Carolina	Statewide	\$3.00	
North Dakota	Statewide	\$15.00	
Oregon	Statewide	\$5.00	
Pennsylvania	Statewide	\$10.00	
Rhode Island	Statewide	\$7.00	
South Carolina*	Statewide	\$25.00	
Texas*	Statewide	\$3.15	
Utah	Statewide	\$12.00	
Wisconsin	Statewide	\$8.00	

*Statewide available but county searches are recommended

Package Ordering: Package Includes those searches checked. Specify number of county searches included.	Price	Notes/Comments

Your signature below certifies that you have read and agree to abide by the pricing schedule and confirms that if ESS places your company's orders the above checked searches, reports and tests are to be included in every report ordered by your company unless specifically noted on the Consent Form submitted to ESS.

Authorized Signature N/A Date: _____

**Account Set-Up
CONTACT INFORMATION**

Primary Contact Name	Andrea Rider	Telephone Number	251-580-1635
Title	Personnel Director	Fax Number	251-937-0367
Address	312 Courthouse Sq, Ste 17		
City/State/Zip Code	Bay Minete, AL 36507	Email Address	arider@baldwincountyal.gov
Secondary Contact	Deidra Hanak	Telephone Number	251-580-1663
Title	Asst. Personnel Director	Fax Number	251-937-0367
Address (if different from above)			
City/State/Zip Code		Email Address	dhanak@baldwincountal.gov

ACCOUNTING/BILLING REQUIRMENTS

Account/Billing Contact	Andrea Rider		
Billing Address (if different from above)		Telephone	
Email Address		Fax Number	
Billing Method (How billing should be sent)	<input checked="" type="checkbox"/> Email to: arider@baldwincountyal.gov		
Federal Tax ID #	63-6001408	Company Web Address	www.baldwincountyal.gov

AUTHORIZED USERS INFORMATION

Name	Title	Email Address	Telephone #	Secure Fax #	Authorized to: <small>(Click on the box to check)</small>
Andrea Rider	Personnel Director	arider@baldwincountyal.gov	251-580-1635	251-937-0367	<input checked="" type="checkbox"/> Order <input checked="" type="checkbox"/> Received Result <input checked="" type="checkbox"/> Review Results
Deidra Hanak	Asst. Personnel Director	dhanak@baldwincountyal.gov	251-580-1663	251-937-0367	<input checked="" type="checkbox"/> Order <input checked="" type="checkbox"/> Received Result <input checked="" type="checkbox"/> Review Results
					<input type="checkbox"/> Order <input type="checkbox"/> Received Result <input type="checkbox"/> Review Results
					<input type="checkbox"/> Order <input type="checkbox"/> Received Result <input type="checkbox"/> Review Results
					<input type="checkbox"/> Order <input type="checkbox"/> Received Result <input type="checkbox"/> Review Results
					<input type="checkbox"/> Order <input type="checkbox"/> Received Result <input type="checkbox"/> Review Results

	INTERNET	EMAIL	FAX	TELEPHONE
How do you want to place orders?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
How do you want to receive completed orders?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
How do you want us to communicate questions and/or request for additional information?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> PREFERRED NUMBER

Release Form

I am (We are) entering into an agreement with Employment Screening Services to provide screening services and as part of the qualification process ESS will need to obtain banking information. By signing below, I (we) hereby authorize this information to be released to a representative of ESS.

Company Name: Not Applicable

Authorized Signature: _____

Printed Full Name: _____

Co-Applicant Signature: _____

Printed Full Name: _____

Bank Information

Bank Name: Not Applicable

Physical Address: _____
Street, City, State, and Zip

Telephone: _____

Business Account #: _____

Trade References

Company Name: Not Applicable

Contact Name: _____

Phone Number: _____

Company Name: _____

Contact Name: _____

Phone Number: _____

Company Name: _____

Contact Name: _____

Phone Number: _____