AGENDA

PERSONNEL AND VETERANS SERVICE

Friday, May 13, 2011
9:15 a.m.
Jury Assembly Room
Lower Level, Courthouse Annex

1. Call meeting to order
2. Approve agenda
3. Public Comment – Speakers will be limited to 5 minutes
4. Approve minutes of April 15th , 2011 and 19th, 2011
5. Discuss/consider entering into an agreement with First Advantage for background check services, pending corporation Counsel's approval, action if any (attachment)
6. Human Resources Director's Report:
   - Distribute signed LOU's
   - Worker's Compensation Report
   - Commerce Program
   - Retirements/Resignations/Dismissals/Layoffs
   - New Hires
   - Postings
   - Update on budget repair bill – Corp Counsel
   - Administrator's Report pertaining to personnel issues
7. Discuss/consider Schedule of Invoices, action if any
8. Discuss/consider AFSCME Courthouse Local 1752 request to bargain an extension to current union contract set to expire 12-31-11, action if any
9. Future agenda items
10. Set next meeting date
11. Adjournment

cc:	Ken Casper	Human Resources Director
	Steve Dill	Veterans Service
	Ken Keller	Posting
	Jerry Martens	
	Connie Seefeldt	

PLEASE NOTE: AGENDA ITEMS MAY NOT BE CONSIDERED AND ACTED UPON IN THE ORDER LISTED

If you are an individual who needs a special accommodation while attending the meeting as required by the "Americans With Disabilities Act", please notify County Clerk Kathy Brandt, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD 715-732-7760)

1926 Hall Avenue, Marinette, WI 54143-1717

FIRST Advantage

SERVICE AGREEMENT

This Agreement is entered into as of _____, 20__ (the "Effective Date") by and between Accufacts Pre-Employment Screening, Inc. d/b/a First Advantage Select Business Services, a Delaware corporation ("Service Provider") and _____ a _____corporation ("Client") with its principal place of business at _____.

WITNESSETH:

WHEREAS, Client desires to purchase from Service Provider, and Service Provider desires to provide to Client, certain services as provided in Section 1 below; and,

NOW, THEREFORE, Client and Service Provider agree as follows:

1. **Scope of Services** Client may order consumer reports ("Reports") from Service Provider for "employment purposes", as that term is defined under the Fair Credit Reporting Act 15 USC 1681 et. seq. ("FCRA") including but not limited to: evaluating the subject of the report ("Consumer") for employment, promotion, reassignment, or retention as an employee or as an independent contractor ("Employment Purposes"). Client certifies that Client will order and use Reports for Employment Purposes only and for no other purpose. Reports contain the information and services listed in Background Screening Exhibit A, Scope of Services. Service Provider may modify Scope of Services at any time effective upon notice to Client.

2. Term. Except as set forth in Section 17, this Agreement will become effective on the Effective Date and will continue in full force and effect and will terminate three (3) years from effective date (the "Termination Date"). The Agreement shall automatically renew upon the occurrence of the Termination Date, unless either party upon not less than 60 days written notice to the other party, indicates its intention not to renew such Agreement.

3. Service Fee; Invoicing.

a) In consideration for the services provided pursuant to this Agreement, Client shall pay to Service Provider such amounts as set forth in Exhibit A. Service Provider will send Client a monthly invoice for services rendered to Client during the preceding calendar month. Client shall make payment within thirty (30) days of receipt of such invoice. Fees for services rendered pursuant to this Agreement ("Services Fees") are subject to change upon the anniversary date of Agreement and upon the anniversary of any renewal term so long as Service Provider provides at least 30 days notice of pricing change. Amounts not paid after forty–five (45) days when due shall accrue interest at a rate of 15% per annum, provided however, that Client's total liability for interest pursuant to this Section 3 shall not exceed the limits imposed by applicable law. Any interest paid in excess of those limits shall be refunded to Client by application of the amount of excess interest paid against any amounts outstanding in such invoice as Service Provider may require. If the amount of excess interest paid against any amounts outstanding, the portion exceeding those amounts shall be refunded in cash to Client.

b) Client shall be liable for and pay to Service Provider all costs of collection, including without limitation attorneys' fees and court costs.

c) Service Provider shall have the right to terminate this Agreement immediately upon (i) Client's failure to pay all amounts due and payable pursuant to this Agreement within 5 days after Client's receipt of notice of the nonpayment thereof, or (ii) Client's failure to timely pay amounts due and payable pursuant to this Agreement for 3 successive calendar months or for 5 months during any 12 month period as the case may be.

d) In the event Service Provider, in its reasonable discretion believes that Client is a credit risk, Service Provider may require prepayment or may suspend Client's account until adequate security of payment is provided.

4. Legal Compliance

a) Client acknowledges that it will comply with applicable laws, rules and regulations when using Reports provided pursuant to this Agreement. Applicable laws shall include but not be limited to: the Fair Credit Reporting Act, the Americans With Disabilities Act, the Drivers Privacy Protection Act, the Gramm-Leach-Bliley Act and federal and state employment laws and other applicable laws.

b) Client agrees that each time it orders a Report, the order constitutes Client's reaffirmation of its certifications in Background Screening Exhibit B "Employer Certification" with respect to such Report.

c) Client acknowledges it has received a copy of the Federal Trade Commission ("FTC") "Summary of Consumer Rights," http://www.ftc.gov/os/2004/11/041119factaappf.pdf, Notice to Users of Consumer Reports http://www.ftc.gov/os/2004/11/041119factaapph.pdf, and "Using Consumer Reports: What Employers need to Know" http://www.ftc.gov/bcp/edu/pubs/business/credit/bus08.shtm

d) Client agrees it is the Client of all Reports, and will not resell, sub-license, deliver, display, or otherwise distribute any Report, or provide any information in any Report, to any third party, except to the Consumer or as otherwise required under law.

e) Client shall not use the data from Consumer Report supplied by Service Provider to directly or indirectly compile, store, or maintain the data to develop its own source or database of Consumer Reports. Client agrees not to market the Consumer Reports through the Internet.

4.1 Indemnification. Client shall indemnify, defend and hold harmless Service Provider and its affiliates from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought against, or suffered by, any third party arising or resulting from, or otherwise in connection with Client's: i) use of the Consumer Reports, ii) breach of any of its representations, warranties, or agreements as stated herein, iii) its negligence or willful misconduct or iv) if applicable, the administration of Client's hiring criteria.

5. DISCLAIMER OF WARRANTIES. ALL SERVICES ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE PROVIDER AND ITS AFFILIATES MAKE NO AND DISCLAIM ANY AND ALL WARRANTIES AND

REPRESENTATIONS WITH RESPECT TO THE SERVICES, PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW OR OTHERWISE, CONTAINED IN OR DERIVED FROM THIS AGREEMENT, ANY OTHER DOCUMENTS REFERENCED IN THIS AGREEMENT, OR ANY OTHER MATERIALS OR COMMUNICATIONS WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY SERVICE OR REPORT, INCLUDING BUT NOT LIMITED TO CONSUMER REPORTS (AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT). FURTHERMORE, SERVICE PROVIDER AND ITS AFFILIATES EXPRESSLY DISCLAIM THAT THE SERVICES WILL MEET CLIENT'S NEEDS, OR THAT SERVICES WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND SERVICE PROVIDER AND ITS AFFILIATES EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.

6. **Limitation of Liability**. EXCEPT AS EXPRESSLY PROVIDED IN AN THIS AGREEMENT, SERVICE PROVIDER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF DATA, WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE, IRRESPECTIVE OF WHETHER SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF THE INCURRENCE BY CLIENT OF ANY SUCH DAMAGES. SERVICE PROVIDER'S LIABILITY DAMAGES INCURRED IN CONNECTION WITH SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING AS A RESULT OF ANY NEGLIGENCE ON THE PART OF THE SERVICE PROVIDER OR ITS AFFILIATES, SHALL NOT EXCEED THREE TIMES THE AMOUNT OF THE AMOUNT PAID BY CLIENT TO SERVICE PROVIDER FOR THE PARTICULAR SERVICE GIVING RISE TO SUCH DAMAGES. FURTHER, SERVICE PROVIDER WILL HAVE NO LIABILITY FOR ANY CAUSE OF ACTION AGAINST SERVICE PROVIDER WHICH BECAME KNOWN TO CLIENT, OR SHOULD HAVE BEEN KNOWN BY CLIENT WITH REASONABLE INVESTIGATION, WITHIN TWO YEARS FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT BUT CLIENT FAILED TO PROVIDE ACTUAL NOTICE TO SERVICE PROVIDER WITHIN SUCH TWO YEAR PERIOD AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7. **Taxes**. Client understands that the charges and rates specified in do not include any amounts for taxes including without limitation, any and all municipal, county, state or federal sales, excise, personal property, consumption, value-added or other taxes, but excluding any taxes upon the income of Service Provider. To the extent such taxes are or may become due in connection with the services or any payments offered under this Agreement, Client agrees to pay such taxes. Client further agrees to reimburse Service Provider for any and all such taxes Service Provider or one of its Affiliates is required to pay to applicable taxing authorities.

8. **Early Termination.** Service Provider may terminate or suspend, upon reasonable notice, this Agreement and Client's right to receive any or all services under this Agreement if Client fails to comply with the terms and conditions of this Agreement. Service Provider may terminate or immediately suspend this Agreement and Client's right to receive any or all services under this Agreement if Client fails to comply with any law applicable to the services provided to Client pursuant to this Agreement. This Agreement shall automatically terminate and be of no further force and effect if Client files a voluntary petition under any bankruptcy, reorganization or insolvency law of any jurisdiction, consents to or applies for appointment of a trustee, receiver, custodian or similar official for itself or all or substantially all of its assets, makes any assignment for the benefit of creditors or other arrangement or composition under any laws for the benefit of insolvent, adopts a resolution for discontinuance of its business or if an order for relief is entered against Client under any bankruptcy, reorganization or insolvency law or any jurisdiction or any case, proceeding or other action seeking such order remains undismissed for 30 days after its filing.

9. **Force Majeure**. If any party fails to perform its obligations because of acts of God, inability to obtain labor or materials (including necessary data) or reasonable substitutes for labor or materials (including necessary data), governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile government action, civil commotion, telecommunications failure (including, without limitation, internet failures), fires or other casualty or causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused provided that such party notifies the other party as soon as practicable of the existence of such condition and uses its best efforts to resume performance in an expeditious manner.

10. **Notices**. Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile, by overnight courier of national reputation or by registered or certified mail, postage prepaid, and addressed to the recipient party at the addresses provided herein or such other address or number as shall be furnished in writing by any such party, and such notice or communication shall, if properly addressed be deemed to have been given as of the date delivered in person or sent by facsimile, one day after deposition with an overnight courier or 4 business days after deposition into the US mail.

11. **Audit.** Service Provider, or its designee, may upon reasonable prior written notice and during Client's regular business hours, audit the and records of Client for the purpose of verifying compliance with this Agreement .

12. **Waiver; Amendment**. No change, waiver or discharge of this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. A waiver by either of the parties of any provision or breach shall not be a waiver of a preceding or subsequent breach of the same or any other provision nor shall it be a waiver of any other provisions or breach. This Agreement may not be amended orally but may only be amended in writing signed by both parties.

13. **Governing Law**. THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, AND ALL MATTERS RELATING HERETO AND THERETO, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO AGREEMENTS EXECUTED AND TO BE PERFORMED SOLELY WITHIN SUCH STATE EXCLUSIVE OF CONFLICTS OF LAWS PRINCIPLES.

14. **Severability**. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall be unaffected. Each provision of this Agreement, which provides for a limitation of liability, disclaimer of warranties, or exclusion of remedies is severable from and independent of any other provision.

15. **Relationship of Parties**. Service Provider is acting only as an independent contractor. Neither party shall act nor represent itself, directly or by implication, as an agent of the other. Each party shall be responsible for the direction and control of its employees, subcontractors, and/or consultants and nothing under this Agreement shall create any relationship between the employees, subcontractors and/or consultants of Service Provider and Client respectively.

16. **No Third Party Beneficiaries**. Except as set forth in this Section 16, this Agreement is for the benefit of the parties hereto and thereto and are not intended to confer any rights or benefits on any third party, including any employee, shareholder or client of either

party hereto, and that no other person or entity shall have or acquire any right by virtue of this Agreement. The foregoing notwithstanding, the affiliates of Service Provider are hereby expressly made third party beneficiaries of Sections 5 and 6 of this Agreement.

17. **Survival**. The provisions of Sections 4, 5, 6, 7, 8, 10, 13, 15, 16, 17, 22, 24, 25, and 26 of this Agreement shall survive any termination or expiration of this Agreement.

18. **Binding Nature and Assignment**. Client may not assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of Service Provider, which may be withheld in the sole and unfettered discretion of Service Provider. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

19. **Preservation of Rights.** The exercise of any rights of enforcement or other remedies stated herein shall not preclude, or be deemed a waiver of, any other enforcement rights or remedies available to either Client or Service Provider under law or otherwise, and each of Client or Service Provider expressly reserves its rights in respect of such additional rights and remedies.

20. **Additional Documents**. The parties hereto agree to execute any additional documents, such as the Employer Certification and Access Security exhibits, reasonably required to effectuate the terms, provisions and purposes of this Agreement .

21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties hereto shall not affect the validity hereof.

22. **Captions**. The captions in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement .

23. **Representation of Authority**. Client hereby represents and warrants to Service Provider that this Agreement has been duly executed and delivered by Client and that this Agreement constitutes a legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws and equitable principles relating to or affecting the right of creditors generally from time to time in effect. Service Provider hereby represents and warrants to Client that this Agreement has been duly executed and delivered by Service Provider and that this Agreement constitutes a legal valid and binding obligation of Service Provider, enforceable against Service Provider in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws and equitable principles relating to or affecting the right of creditors generally from time to time in effect.

24. **Entire Agreement**. This Agreement, and the exhibits attached hereto and thereto constitute the final, entire, and exclusive agreement between the parties with respect to the subject matter contained herein and therein. There are no representations, warranties, understandings or agreements among the parties with respect to the subject matter contained herein and therein, which are not fully expressed in this Agreement, and the exhibits attached hereto and thereto. This Agreement, and the exhibits attached hereto and thereto supersede all prior agreements and understandings between the parties with respect to such subject matter.

25. **Affiliates.** Each party shall ensure that each of its affiliates accepts and complies with all of the terms and conditions of this Agreement as if each such affiliate were a party to this Agreement .

26. **Facsimile Signature.** The parties agree that this Agreement, and all agreements an other documents to be entered into in connection with this Agreement will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, Service Provider and Client each have caused this Agreement to be signed and delivered by its duly authorized representative.

CLIENT

Signature:_____

Name:_____

Title:_____

Date:_____

Address: _____

First Advantage Select Business Services

Signature:_____

Name:_____

Title:_____

Date:_____

Exhibit A

SCOPE OF SERVICES

End-User will order from Service Provider Consumer Reports and Service Provider will supply Consumer Reports with information it retrieves from official sources, if available, and assemble the retrieved official information to complete an End-User request for the issuance of a Consumer Report for Employment Purposes.

The End-User will specify what information will be contained in the Consumer Report with each request for a Consumer Report to be created for Employment Purposes. Fees will be assessed for each of the products requested as described in Schedule B.

Ordering of Consumer Reports will occur with the acceptance of a specific order for service(s) designating the type of information that is to be obtained along with the required personal data, which the End-User has legally obtained, necessary to complete the search, and receipt of required release forms.

End-User hereby warrants it has obtained the legally necessary permission from prospective employee for the information End-User is requesting Service Provider to obtain in a Consumer Report. End-User shall indemnify and hold harmless Service Provider for any claims relating to a violation of the foregoing.

Consumer Reports will contain one or more of the following services offered by Service Provider as so specifically ordered by the End-User after obtaining permission from the prospective employee or Consumer and providing full, proper, and legal disclosure:

- Criminal Records – Assembled from County Repositories, Statewide Repositories or Federal courts. These records will be searched to reveal reportable public records.
- Civil Records – Assembled from County, or Federal jurisdictions. Discloses civil lawsuits filed by or against the applicant.
- Credit Reports – Retrieved from one of the three major credit bureaus, Equifax, Experian, or TransUnion. Will provide debt load, payment history and any public record information (liens, judgments, and bankruptcies).
- Social Security Number – Obtain social security number trace through a major credit bureau (by way of example Experian, Equifax or TransUnion).
- Motor Vehicle Report –State Department of Motor Vehicles records are assembled to provide information on individual driving records. For some states certain restrictions may limit the availability of or method of delivery of Motor Vehicle Records.
- Education Verification – Investigation of education and degrees obtained.
- Prior Employment Verification – A prior employment verification is a review of an employee's or Consumer's prior employment history, including the Consumer's current and/or former employer(s). (It is the obligation of the End-User to obtain the appropriate consent from the Consumer to contact the current and/or former employer(s).) A prior employment verification will help confirm the past employment history information as presented by the employee or Consumer. End-User hereby represents that at any time End-User requests a current and/or former employer verification to be conducted, even if Consumer might have indicated they do not want the current and/or former employer to be contacted, End-User will have obtained the appropriate consent from the Consumer or will assume the full risk of contacting the current and/or former employer.
- Military Records – Assembled from the Armed Forces online database, the official military record repository, and/or contact with the unit served. Confirms the branch of service, years served, and pay grade.
- Reference and Professional License Checks – Contact the regulatory agencies and references provided. Provide a confirmation that the information is complete as presented.
- Workers Compensation – Assembled from the state compensation agency as a post-employment search only.
- Other Reports – Assembled from official and/or regulatory sources and direct confirmation of information provided. Cumulative Medicaid Sanctions, Child or Elder Abuse Registry Searches, Employment and Earnings, Federal Aviation Administration License Verification Federal Communications Commission License Verification, and Honors and Awards.
- Substance Abuse Screening – Nationwide site collection, on-site drug and alcohol testing, SAMSHA approved laboratories, Certified Medical Review, DOT compliance and billing reconciliation.

Customer Service and Technical Support will be provided at no charge Monday through Friday, 8:00 a.m. to 8:00 p.m. ET.

Initial

FIRSTAdvantage

NATIONSCAN SERVICE ADDENDUM

This NationScan Service Addendum ("Addendum") is made and entered into as of the day of 20 , between Accufacts Pre-Employment Screening, Inc. d/b/a First Advantage Select Business Services ("Service Provider") and _____ ("Client" or "End-User") pursuant to the terms and conditions of the Service Agreement entered into by the parties on , 20 .

1. Description of Services.

Service Provider shall provide a search tool, NationScan Basic ("Basic"), that will help Client determine in which jurisdictions to conduct background checks on an applicant for employment with Client's company ("Applicant"), and NationScan Plus ("Plus") which is the Basic NationScan with a limited number of county court searches (both services collectively "NationScan").

2. Definitions.

"Basic" is a multi-jurisdictional and multi-source data aggregator tool used to scan a variety of databases. Basic is not a substitute for and cannot be used in lieu of a more complete background check. Therefore, Client warrants that it will only use Basic as a tool to determine in which jurisdictions to conduct a more up-to-date and complete background check and shall not use it solely by itself, in whole or in part, to make any employment decision or action. Client shall have the sole responsibility to verify the information in Basic and conduct a more complete background check.

"Plus" takes the results of the Basic search and generates up to 5 county court searches based upon the most recent records found in the database that meet the identification matching criteria or other criteria established by Service Provider. If there are no records based upon the criteria, only the county requested will be searched. Client understands and agrees that there might be occasions when records found in the database do not result in county court searches, such as, without limitation, situations when the database does not specifically identify the proper county to conduct the search, the record might be immaterial, or the 5 records limit has been exceeded. The fact that county court searches are generated does not necessarily indicate the existence of any adverse information specifically related to Applicant; rather the searches are based on POSSIBLE matches with identifiers from the database.

3. Compliance – Client Obligations.

Client shall order and use NationScan in compliance with any and all applicable laws and regulations including, but not limited to, the Fair Credit Reporting Act ("FCRA") and the provisions relating to consumer reports in the Master Services Agreement, Background Screening Addendum and employer certification.

Client must provide the most current and up-to-date mailing address of Applicant prior to Service Provider conducting the search. Service Provider may notify Applicant a search is being conducted when there is adverse information found. Service Provider's notification does not in any way relieve Client's FCRA responsibility to provide a disclosure and to obtain the Applicant's prior written permission before ordering a NationScan.

Client is required to provide the following demographic identifiers when ordering NationScan: first name, last name, middle name or initial, date of birth and social security number. NationScan will only return records that satisfy Service Provider's matching criteria. Notwithstanding the matching criteria, due to the nature of public records and inconclusiveness of demographic identifiers, THE RECORDS REPORTED IN NATIONSCAN MAY NOT BE THE SAME PERSON AS THE APPLICANT because demographic identifiers may be difficult to distinguish from records on other persons with similar demographic identifiers, and particularly those with common names. Therefore, Client agrees that there is a probability that information returned may be records on another person. Applicant may have been known by other names, and NationScan does not include results from these aliases or maiden names.

4. Fees.

Client shall pay Service Provider for all services as outlined in Exhibit A.

5. Disclaimer of Warranties.

NationScan will only provide records from databases subscribed to by Service Provider that may change from time to time. Databases may not be complete, up-to-date, or accurate, and there may be gaps and time periods that information is missing.

The information in NationScan is provided "AS-IS". Service Provider does not guarantee, warrant or

FIRSTAdvantage

assume any responsibility for the completeness, accuracy or validity of the information obtained from NationScan and shall not be liable for any losses or injuries now or in the future resulting from or relating to the information provided in NationScan. Service Provider expressly states and Client agrees that the information in NationScan and the sources may NOT: (i) be accurate, (ii) relate to Applicant, (iii) be up-to-date, (iv) be complete, (v) satisfy Client's legal obligations, (vii) have other relevant criminal information that pertains to Applicant, or (vii) be reported due to predetermined search algorithms.

6. Indemnity.

Client shall indemnify, defend and hold harmless Service Provider and its affiliates from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought against, or suffered by, any third party arising or resulting from, or otherwise in connection with Client's use of the NationScan service or the administration of Client's employment actions or decisions.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date set forth above.

Accufacts Pre-Employment Screening, Inc.
d/b/a First Advantage Select Business Services

By: _____

Name: _____

Title: _____

Date: _____

Client

By: _____

Name: _____

Title: _____

Date: _____

ACCESS SECURITY REQUIREMENTS

It is a requirement that all end users take precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established:

1. Implement Strong Access Control Measures

1.1 Your account number and password must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your password. The information should not be posted in any manner within your facility. Do not provide account numbers, Subscriber Codes or passwords to anyone.

1.2 Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your account number and password "hidden" or embedded so that the password is known only to supervisory personnel.

1.3 Each user of your system access software must then be assigned unique log-on passwords. Develop strong passwords that are:

- Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
- obtain a minimum of seven (7) alpha/numeric characters for standard user accounts
- Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.

1.4 You must request your account number, Subscriber Code and/or password be changed immediately when:

- Any system access software is replaced by another system access software or
- is no longer used;
- The hardware on which the software resides is upgraded, changed or disposed of.

1.5 Your account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.

1.6 Create a separate, unique user ID's for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.

1.7 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.

1.8 The ability to obtain credit information must be restricted to a few key personnel.

1.9 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.

1.10 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.

1.11 Any terminal devices used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.

1.12 Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.

1.13 Consumer reports containing personally identifiable information should not be downloaded onto a laptop computer or other mobile device.

1.14 Hard copies and electronic files of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.

1.15 Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations(s).

1.16 Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).

1.17 Software cannot be copied. Software is issued explicitly to you solely to access reports for permissible purposes.

1.18 Your employees will be forbidden to attempt to obtain credit reports on themselves, associates or any other persons, except in the exercise of their official duties.

2. Maintain a Vulnerability Management Program

Initial

2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.

2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:

- Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
- If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
- On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.

2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

3. Protect Data

3.1 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 (i.e., tape, disk, paper, etc.)

3.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.

3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.

3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

4. Maintain an Information Security Policy

4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.

4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.

4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.

4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

5. Build and Maintain a Secure Network

5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.

5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.

5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.

Initial

5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.

5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.

5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

6. Regularly Monitor and Test Networks

6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).

6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:

- protecting against intrusions;
- securing the computer systems and network devices;
- protecting against intrusions of operating systems or software

Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, shall be fined under title 18, United States Code, imprisoned for not more than 2 years, or both.

I, ON BEHALF OF THE COMPANY, HEREBY AGREE TO COMPLY WITH THE ACCESS SECURITY REQUIREMENTS NOTED HEREIN. I FURTHER CERTIFY THAT I HAVE DIRECT KNOWLEDGE OF THE FACTS CERTIFIED HEREIN AND AM AUTHORIZED BY THE COMPANY TO AGREE TO THESE ITEMS HEREIN ON ITS BEHALF.

By: _____

Name: _____

Title: _____

Date: _____

Initial

EMPLOYER CERTIFICATION

As a condition to ordering and obtaining consumer reports from First Advantage Enterprise Screening Corporation ("Service Provider"), "You" (defined as the employer/company identified below), agree as follows:

1. You certify to Service Provider that with respect to each consumer report ("report") ordered from Service Provider:

   a. You will use such report solely for employment purposes and for no other purpose. Employment purposes include the evaluation of the subject of the report for employment, promotion, reassignment, or retention as an employee. The subject of the report ("Applicant") includes any consumer who is an applicant, potential employee or employee.

   b. Prior to ordering the report, or causing the report to be ordered:

      i. You have made a clear and conspicuous written disclosure to the Applicant, **in a document consisting solely of the disclosure**, that a report may be obtained for employment purposes; and

      ii. You have obtained the Applicant's written authorization to obtain the report, such authorization may be in the same document as the disclosure.

   c. **Prior to taking any adverse action** based in whole or in part on the report, You will provide the following to the Applicant:

      i. A copy of the report; and

      ii. A written description of the rights of the Applicant under the Fair Credit Reporting Act ("FCRA") as prescribed by the Federal Trade Commission ("FCRA Summary of Rights"). Service Provider has provided You a copy of the FCRA Summary of Rights, and it can be obtained from Service Provider's website or the FTC's website (www.ftc.gov).

   d. Before You take any adverse action against the Applicant based in whole or in part on the report, You shall give the Applicant a **reasonable amount of time** after the copy of the report and FCRA Summary of Rights have been received to dispute the accuracy and completeness of the information in the report.

   e. If You take any adverse action with respect to the Applicant based in whole or in part on any information in the report, You will provide the Applicant with **all** of the following:

      i. Notice of the adverse action;

      ii. Service Provider's name, address, and toll-free telephone number;

      iii. A statement that Service Provider did not make the decision to take the adverse action and is unable to provide the Applicant the specific reasons why the adverse action was taken;

      iv. Notice of the Applicant's right to obtain a free copy of the report from Service Provider if, within 60 days after receipt of the notice, he or she requests a copy from Service Provider; and

      v. Notice of the Applicant's right under the FCRA to dispute with Service Provider the accuracy or completeness of any information in the report.

   f. You will not use any information in the report in violation of any applicable Federal or State equal employment opportunity law or regulation.

2. In some cases, You may order a report from Service Provider for employment purposes that would also constitute an "**investigative consumer report**." (In general, an investigative consumer report is one in which information has been obtained through personal interviews with friends, neighbors, or associates of the Applicant or others with whom the Applicant is acquainted or who may have knowledge concerning any such items of information, and the information is more than just a verification of facts.) In the event that You order from Service Provider any investigative consumer report, then in addition to your other certifications herein, You certify as follows with respect to each investigative consumer report ordered:

   a. Not later than 3 days after the date of requesting such report from Service Provider, You will mail or otherwise deliver a written disclosure to the Applicant containing the following information:

      i. A statement that clearly and accurately discloses that an investigative consumer report on the Applicant may be made and such report may contain information as to his or her character, general reputation, personal characteristics and mode of living (as applicable); and

Initial

ii. A statement informing the Applicant of his or her right to request in writing additional disclosures about the nature and scope of the investigation and a written summary of rights (FCRA Summary of Rights).

b. Upon written request by the Applicant within a reasonable period of time following the Applicant's receipt of the disclosure referred to in subsection a. above, You shall make a complete and accurate written disclosure of the nature and scope of the investigation You have requested. You will mail or otherwise deliver the nature and scope disclosure to the Applicant not later than 5 days after the date on which the request for such disclosure was received from the Applicant or such investigative consumer report was first requested, whichever is later.

3. If you operate in California or order a report on a California resident, in addition to the other certifications herein You hereby certify for each California report ordered from Service Provider that:

   a. You will identify Service Provider including the name, address, and telephone number to the Applicant when you provide the disclosure to or obtain the consent from the Applicant;

   b. You will provide a disclosure with a box that can be checked by the Applicant to indicate that he/she wants to obtain a free copy of the Report and you will send such a copy within three (3) business days of your receipt of the Report if the box is checked; and

   c. You will provide the Applicant a summary of his or her rights under California Civil Code Section 1786.22.

4. You are aware that in addition to the FCRA and other federal laws, state laws may be applicable to your ordering and use of consumer and/or investigative consumer reports, and agree to comply with all applicable federal and state laws and any changes or revisions to such laws.

5. You certify to Service Provider that with respect to each driving record information or motor vehicle report ordered from Service Provider, you will comply with each of the above requirements relating to consumer reports, and you will also comply with the Driver's Privacy Protection Act of 1994 and any of its amendments in your ordering and use of the driving record information or motor vehicle report.

6. You agree that all certifications and agreements herein are of a continuing nature and are intended to apply to **each** consumer and/or investigative consumer report that You order from Service Provider. You agree to keep all documentation signed by the Applicant required herein for at least 5 years after the date of the report to which such documentation relates and to provide Service Provider copies upon request.

Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, shall be fined under title 18, United States Code, imprisoned for not more than 2 years, or both.

I, ON BEHALF OF THE COMPANY, HEREBY AGREE TO COMPLY WITH THE EMPLOYER CERTIFICATION NOTED HEREIN. I FURTHER CERTIFY THAT I HAVE DIRECT KNOWLEDGE OF THE FACTS CERTIFIED HEREIN AND AM AUTHORIZED BY THE COMPANY TO AGREE TO THESE ITEMS HEREIN ON ITS BEHALF.

By: _____

Name: _____

Title: _____

Date: _____

Initial