

Mohave Educational Services Cooperative User Agreement

This Agreement is entered into by and between SecurTest, Inc., its subsidiaries and affiliated companies (“SecurTest”) and

hereafter “Customer”, “Client”, or “Customer”, which is part of Mohave Educational Services Cooperative, Inc. purchasing program.

SECTION A: CRIMINAL HISTORY INQUIRIES

WHEREAS, Customer plans to order from SecurTest, certain services for employment purposes, which include Consumer Reports and Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”) (collectively, “Background Reports”);

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, SecurTest and Customer hereby agree as follows:

1. In providing Background Reports, SecurTest agrees to do the following:
 - a. Comply with all laws applicable to the making of Background Reports for employment purposes, including the FCRA.
 - b. Follow reasonable procedures to assure maximum possible accuracy of the information reported, subject to Paragraph 2(c) below, and reinvestigate if requested by the Customer without further charge if the information was incorrect.
 - c. Disclose, upon request from the consumer who is the subject of the Background Report (the “Consumer”), the information reported, reinvestigate any information disputed by the Consumer at no charge to the Customer and take any necessary corrective action with the Consumer and the Customer.
2. Customer agrees to do the following:
 - a. Keep all Background Reports, whether oral or written, strictly confidential, to the maximum extent allowed by law, including the Arizona Public Records Laws, A.R.S. § 39-121, et.seq., and restrict the use of the information in the Background Reports by Customer and its authorized personnel to employment purposes. No information from Background Reports will be given or resold to any other “person” or “user”. If the Consumer, or his or her representative, requests Background Report information, that person may be referred to SecurTest for disclosure under the FCRA or other applicable laws.
 - b. Whenever a criminal record, credit report, or any other report that is considered a consumer report as defined by the FCRA is found to contain potentially adverse information about the applicant, employee, or consumer the Customer agrees to (a) have the applicant, employee, or consumer review the report and then complete the *IREviewNow* authentication questions online, or (b) give a copy of the consumer report and *IREviewNow* authentication questions to the consumer, or (c) mail the consumer report with the *IREviewNow*. *IREviewNow* is a self-validation questionnaire that is an exclusive propriety patent pending copyright protected process that

authenticates and validates the criminal history report by the applicant or employee. Customer agrees:

1. To give the iReviewNow consent and authorization forms to the applicant or employee and obtain an original signature.
 2. Fax the forms as mentioned in paragraph (b)(1) above when ordering a SecurHomeland Criminal History Search.
 3. Comply with all FCRA, state and local laws pertaining to background screening, consumer reports, and criminal history searches.
 4. To give SecurTest and the iReviewNow Report and forms to the applicant or employee along with a copy of the criminal history report when there is any adverse information that might impact a hiring or employment decision.
 5. To return the completed *iReviewNow* by fax or online to SecurTest to evidence compliance with the FCRA.
 6. There is no additional charge by SecurTest for the *IReviewNow* Validation Questionnaire, as it is part of the SecurTest package.
 7. Verification of consumer records is the responsibility of the Customer pursuant to the Fair Credit Reporting Act (FCRA) and no adverse action can be taken until all conditions of the FCRA are met and *IReviewNow* have been completed. Customer can have SecurTest conduct additional or verification criminal history searches for an additional fee plus expenses.
 8. *IReviewNow* is the preferred method of validation followed by a county, state or federal court records check when the applicant or employee claims the criminal record report is inaccurate or for another person.
 9. ***SecurTest may only allow the consumer, applicant or employer a 48 hour period to log into its secure report viewer and answer the iReviewNow questionnaire. This step ensures that you do not take any adverse action prior to authenticating the information in accordance with the FCRA.***
- c. The parties mutually hold each other and their affiliated companies, officers, agents, employees, and independent contractors and affiliates harmless on account of any expense or damage resulting from the use of background reports unless such is contrary to state/federal law or regulation. Moreover, the parties hold each other harmless, including officers, agents, and employees, for negligence or willful misconduct relating to incomplete, erroneous or false information that the applicant does not clarify using the IReviewNow Verification process. As SecurTest is providing use of its patent and copyright web-based, software based, and other computer systems, Client is licensed herein to use said systems and indemnified by SecurTest from any matters relating to those systems.
- d. The parties recognize that information in Background Reports is secured from and processed by fallible sources (human and otherwise), as such are dependent on various courts, law enforcement agencies, and the applicant entering data correctly. Moreover, the purpose behind IReviewNow Verification allows the applicant or employee an immediate remedy to identify erroneous, inaccurate or incomplete information prior to any adverse employment decision. The parties recognize that the fee charged by SecurTest cannot be either an insurer or a guarantor of the accuracy of the information reported. Therefore, the parties mutually releases the other, including their Affiliates, Agents, Information Suppliers, and their officers, agents, employees, and independent contractors from liability for any negligence of third party furnishers of information in connection with erroneous information provided by such third parties. SecurTest rely on the applicant, employee or

consumer to provide accurate information for any background investigation. Moreover, SecurTest and its providers make good faith efforts to find and report the most accurate information in its background screening.

- e. Customer shall be responsible for all charges incurred, including those resulting from errors in inputting the information for the request and duplicate requests. Net payment is thirty (30) days.
 - f. Without limiting the foregoing, Customer shall comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. § 2480e, by securing the written consent of the Consumer prior to ordering a consumer report on a Vermont resident.
 - g. With respect to personal information regarding individual consumers and businesses, the Parties further agree as follows: SecurTest has adopted the "SecurTest's Commitment to Privacy" ("Commitment to Privacy") and that neither Customer nor SecurTest will commit or permit its directors, officers, employees or agents to commit any action which causes Customer or SecurTest to be in violation of the Commitment to Privacy. A copy of the Commitment to Privacy is attached hereto.
3. Customer certifies that:
- a. It shall order Consumer Reports for employment purposes only. In compliance with the FCRA, Customer shall make a clear and conspicuous disclosure in writing to the Consumer in a document that consists solely of the disclosure that a Consumer Report may be procured for employment purposes. If the Consumer is a resident of the State of California, the disclosure shall also include the name, address and telephone number of the investigative consumer reporting agency conducting the investigation, the nature and scope of the investigation requested, and a summary of the provisions of §1786.22 of the California Code. Further, the Customer shall have the consumer authorize in writing the procurement of all Consumer Reports. Customer shall not use information contained in a Consumer Report in violation of any applicable federal or state equal employment opportunity law or regulation.
 - b. If Customer chooses to take any adverse action based in whole or in part on the Consumer Report, before taking such adverse action, Customer shall provide the Consumer with a copy of the Consumer Report; and, a description in writing of the rights of consumers under the FCRA, as prescribed by the Federal Trade Commission under 15 U.S.C. §1681(g)(c)(3), and a copy of iReviewNow, unless the Customer has contracted with SecurTest to provide pre and post adverse action services.
 - c. With regard to Investigative Consumer Reports, as defined in 15 U.S.C. §1681(a)(e), it will clearly and accurately disclose to the Consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made. The disclosure will be made in writing and mailed or otherwise delivered to the Consumer not later than three (3) days after the date on which the report was first requested and will include a summary of the Consumer's rights provided for under 15 U.S.C. § 1681 (g) (c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request, within a reasonable period of time after the receipt by him/her of the foregoing disclosure. Upon receipt of such request, Customer shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure must be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Customer

first requested the report, whichever is the later. Customer shall also comply with the adverse action requirements, if applicable.

- d. The Customer agrees that it will obtain and maintain a signed Consumer Authorization from the applicant before submitting a request to SecurTest. Customer agrees that it is solely responsible for obtaining the signed authorization. The Customer agrees to also obtain the signed consent of the Consumer to use iReviewNow to view, vet, dispute, and comment on the consumer report.

4. Miscellaneous

- a. This Agreement shall be effective as of the date it is executed on behalf of customer by an authorized representative of Customer and shall terminate on January 18, 2018 in accordance with the Mohave Contract #12P-SCT-0125.
- b. Each party (and its employees) is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of, or in the name of, the other party or to bind the other party in any manner.
- c. SecurTest shall have the right to conduct periodic audits of Customer's use of the Consumer Reports and Investigative Consumer Reports ordered pursuant to this Agreement. In addition, certain third party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Customer either directly or through SecurTest. The scope and frequency of any audit shall be at the reasonable discretion of SecurTest but will be subject to requirements imposed by third party vendors or parties described herein. SecurTest will provide reasonable notice prior to conducting any audit provided that SecurTest has received reasonable notice from any third party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by SecurTest, including, but not limited to, immediate termination of this Agreement. Customer can transmit all original authorizations to SecurTest to become the official record keeper to allow compliance of said audits relating to the authorizations to be the responsibility of SecurTest. Moreover, SecurTest shall not initiate audits as described herein except when such is required by department of motor vehicles, credit bureaus, consumer protection entities, or other government or legal authorities as proscribed by law.
- d. SecurTest shall have the right to reveal the existence of this Agreement in any SecurTest publication, advertising, publicity release or sales presentation regardless of the medium.
- e. The obligation of either party to perform under this Agreement shall be excused during each period of delay caused by matters beyond such party's reasonable control, including without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- f. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall assign or otherwise transfer this Agreement or any interest herein without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- g. This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly authorized representatives of each party to this Agreement.

5. **SecurTest's Commitment to Privacy**

SecurTest has been a trusted steward of information for years and has made the responsible use of information the platform for everything that we do. To demonstrate our commitment to balancing consumers' privacy expectations with the appropriate, legal needs for quality information by our customers, SecurTest has adopted the strongest privacy principles in the information industry. These principles, based on the Fair Information Practices, are the cornerstone of our information products. As part of our belief that good privacy is good business, we require our customers to maintain the high standards of protection surrounding the information we provide by complying with the following principles.

- **Relevance:** Personal information should be collected, maintained, used, and disseminated only to improve public safety, to reduce fraud, to improve risk management, to improve the quality of our customer services and products, or to help drive down the cost of providing services and products.
 - **Reputable Sources:** Personal information should only be obtained from sources known to be reputable.
 - **Notice:** Consumers should be informed of the types of information about them that is obtained, how and when that information is used, when it might be disclosed, and how that information is secured.
 - **Internal Uses:** Access to personal information should be strictly limited to those employees who need access in order to carry out their job responsibilities.
 - **Accuracy:** Personal information should be as accurate as practicable.
 - **Consumer Access:** Consumers should be provided, upon request, with virtually all personal information maintained about that consumer.
 - **Security:** The confidentiality and security of personal information should be protected using administrative, technical, personnel, and physical safeguards.
6. **COMPLIANCE WITH LAW:** The parties agree to comply with all applicable laws and regulations pertaining to this agreement. The Laws of Arizona shall govern this contract.
 7. **ENTIRE AGREEMENT:** This Agreement, together with Mohave RFP 12P-1120, and Best and Final Response, contains the entire agreement between the parties hereto and supersedes all prior agreements with respect to the subject matter thereof.
 8. **NOTICES:** Any notice required or permitted to be given under this Agreement shall be deemed to have been sufficiently given if a written notice is mailed by certified mail, postage prepaid, addressed to the party to be notified at its address as may later be furnished in writing to the notified party, and providing that the party to be notified is also promptly advised by telephone of the sending and content of said written notice. Completion of these steps constitutes receipt of notice, upon which time said notice is effective.

9. MODIFICATION: Any modification of this agreement to be effective must be in writing and signed by both parties. The only party eligible to bind SecurTest is its president.
10. NON-APPROPRIATION: Mohave Members may cancel the agreement due to a lack of adequate state funding.
11. SEVERABILITY: If one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provisions in a valid enforceable manner.
12. ELECTRONIC SIGNATURES: The parties agree that an electronic signature is the same as a handwritten signature. In resolving a civil dispute involving a secure electronic signature, it shall be reputably presumed that the secure electronic signature is the signature of the person to whom it correlates. In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Contract. The parties hereby agree that either party may sign electronically by utilizing a digital signature service.

NOTICE: The federal Fair Credit Reporting Act (the "FCRA") imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

[The remainder of this page is intentionally left blank, as the Signature Page follows on page 7 herein.]

We hereby agree to the terms and conditions set forth herein.

CLIENT/CUSTOMER

(X) _____

Signature

Name

Title

Date

SecurTest, Inc.



for SecurTest, Inc.

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