

ORDER FORM

A. Introduction. This Background Screening Services Agreement (“**Agreement**”) is between One Source Technology, LLC, a Delaware limited liability company, dba Asurint, whose business address is 1111 Superior Avenue, Suite 2200, Cleveland, OH 44114 (“**Asurint**”) and the entity identified below (“**Client**”). When used in this Agreement, “**you**” refers to Client. Capitalized terms will have the meanings set forth in this Background Screening Services Agreement.

B. Term. This Agreement will commence on the Effective Date set forth below for a period of thirty-six (36) months from the Effective Date. Thereafter, this Agreement shall automatically be renewed for successive one (1) year periods unless terminated earlier by either party pursuant to the termination rights set forth in this Agreement.

C. Services. Subject to the terms and conditions of this Agreement, Client contracts for and Asurint shall provide the Services identified in any attached schedule and any applicable Statement of Work.

D. Entire Agreement. This Background Screening Services Agreement, Order Form, General Terms and Conditions, User Certification, and any existing or future exhibits, schedules and/or addenda, constitute the exclusive and entire agreement between the parties with respect to its subject matter and, as of the Effective Date, supersedes all prior to contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. This Agreement may be executed in counterparts (either originally, by facsimile or electronic mail), each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

By signing, (i) the undersigned representative of Client represents that they have read, understand and have direct knowledge of the terms and conditions of this Agreement and are authorized by Client to bind Client to such terms and conditions; and (ii) each of Client and Asurint agrees to be bound by the terms of this Agreement.

Baldwin County Commission	One Source Technology, LLC dba Asurint
Signature:	Signature:
Printed Name: Billie Jo Underwood	Printed Name:
Printed Title: Chairman	Printed Title:
Date: 09/17/2024	Effective Date:

TERMS AND CONDITIONS**I. SERVICES**

- a. Client hereby retains Asurint to provide, and Asurint hereby agrees to provide, the services selected by Client and described in the Schedule A (collectively the “**Services**”). The Services include, among other things, access to consumer reports, information and data provided by Asurint, its licensors or its suppliers (collectively, “**Asurint Content**”). “**Client Data**” means the data the Permitted Users (defined below) provide to Asurint and/or upload through the Asurint System (defined below). Asurint reserves the right to modify or terminate any Service. Services may additionally include integration services as provided in any Statement of Work (“**SOW**”) attached to, and made a part of, this Agreement or as otherwise issued pursuant to this Agreement.
- b. Client will execute and deliver to Asurint any documents and forms as Asurint deems necessary that are reasonably required for Asurint to provide the Services to Client under any requirements of governmental data sources and consumer reporting agencies for which Asurint is a reseller, or under applicable laws and regulations. Client is responsible for maintaining all required forms for a period as long as state and federal law dictates.
- c. If Client requests additional services not specified in this Agreement, and Asurint agrees to provide such services, (i) such services will be subject to the applicable terms of this Agreement and any SOW or pricing addendum attached hereto or issued pursuant to this Agreement, and (ii) unless otherwise agreed in writing, Client will pay Asurint's then prevailing fees for such services.
- d. Client will not resell any Consumer Report, or any information contained in a consumer report, including Asurint Content obtained from Asurint via the Services. Client will not use the Services for marketing purposes or resell or broker the Services to any third party and shall not use the Services for personal (non-business) purposes. Client shall also not use the Services to provide data processing services to third parties or evaluate the data of or for third parties.

II. PRICING, FEES AND PAYMENT

- a. Client agrees to pay Asurint all fees and charges invoiced for the Services according to the pricing schedule identified in Schedule A plus all state, court and third party fees. Fees are nonrefundable unless otherwise indicated in writing. All pricing and payment terms shall be in US dollars unless stated otherwise. Asurint reserves the right to adjust pricing at any time with thirty (30) days written notice. Notwithstanding the foregoing, in the event state, local or third party fees or prices payable by Asurint in connection with the provision of Services increase during the term of this Agreement, Asurint may immediately pass along a price increase to Client upon electronic notice sent to any Permitted User (as later defined).
- b. All fees and charges are due and payable within thirty (30) days of receipt of the invoice via ACH Credit. Asurint may suspend, disrupt or terminate Client's access to the Services, its account and any IDs if payments to Asurint becomes thirty (30) days or more past due. Asurint also reserves the right to charge interest at the rate of one and one-half percent (1 ½ %) per month or the highest lawful rate on overdue invoices. If Client disputes any fee or other charge in good faith, the parties will use best efforts to resolve the dispute within thirty (30) days of the payment due date. During this time, Client may withhold payment of the disputed amount until resolution; however, Client may not withhold payment on undisputed portions of the invoice(s). Client shall reimburse Asurint for all costs incurred in collecting any late payments, including without limitation, reasonable attorneys' fees.
- c. Unless otherwise stated, Asurint's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, “**Taxes**”). Client is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Asurint's net income or property. If Asurint has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides Asurint with a valid tax exemption certificate authorized by the appropriate taxing entity.

III. CONFIDENTIALITY

- a. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know and will instruct such employees to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights under this Agreement.
- b. Asurint may disclose Client Confidential Information (i) to the extent that disclosure of such information is required to perform the Services, or (ii) as Asurint requires under any requirements of governmental data sources and consumer reporting agencies or under applicable laws and regulations (including, without limitation, in connection with an audit or regulatory examination by a governmental authority).

c. For purposes of this Agreement, "**Confidential Information**" shall mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Services, including the terms and pricing under this Agreement, trade secrets, finances, costs, services, marketing plans and any other information disclosed hereunder whether oral or in written, graphic machine readable or other tangible form which by its nature should be deemed confidential. Confidential Information does not include (i) information that is already known by the receiving party without an obligation of confidentiality, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of Asurint also includes any Asurint operating guidelines that may be provided hereunder and all trade secrets, processes, proprietary data, information or documentation related thereto of Asurint or its affiliates and any pricing or product information furnished to Client by Asurint or its affiliates.

d. Upon termination or expiration of this Agreement for any reason, the receiving party shall either return to the disclosing party all Confidential Information of the disclosing party, or securely destroy all Confidential Information providing a certificate confirming such destruction. Notwithstanding the foregoing, Asurint may continue to possess certain Confidential Information of Client for any and all time periods as may be required for Asurint to comply with applicable law; provided, in such event, Asurint will maintain the confidentiality of such Confidential Information in accordance with this Agreement.

IV. ASURINT SYSTEM

a. During the term of this Agreement, Asurint grants to Client, on an application service provider basis, a non-exclusive, non-transferable, non-assignable (except for the assignments set forth in Section XII C) and non-sublicenseable right to upload Client Data and use, in object code form only, Asurint's Internet-based on-line system to procure the Services, hereinafter referred to as "**Asurint System**," only by Permitted Users and in strict accordance with all of the terms and conditions set forth herein. "**Permitted User**" means Client's employees, agents and representatives who have been registered to access the Asurint System on behalf of Client or its Affiliates.

b. Prior to the commencement of Asurint's provision of Services, Client shall designate in writing to Asurint the name of one Permitted User who shall serve as the Client's primary contact for the Services. Client hereby represents and warrants to Asurint that this designated Permitted User has, and shall at all times have, the requisite authority to (i) transmit information, directions and instructions on behalf of Client and (ii) issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by Asurint in connection with the Services.

V. SECURITY REQUIREMENTS

a. Client agrees to (i) have reasonable procedures for the fair and equitable use of consumer information and to secure the confidentiality of sensitive, personal and private information (ii) take precautionary measures to protect the security and dissemination of all consumer information including, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. As a condition of entering into this Agreement, Client certifies that prior to ordering any consumer information from Asurint, Client will have in place reasonable procedures designed to comply with all applicable local, state, federal and international laws. Client also certifies that for a period of five (5) years from the date a report was received from Asurint it will retain a consumer's signed disclosure and authorization and will make such documents available to Asurint upon request. Client is responsible for any and all telecommunication services, Internet access, hardware and third party software necessary or helpful for Client to access the Asurint System.

b. Asurint will provide Permitted Users with unique, sign-on identifications ("IDs") and passwords to enable Permitted Users to enter consumer information to place orders and access the Services via the Asurint System. Alternatively, Asurint may, at Client's option, provide Client an alternative order placing option via a portal through which consumers may directly enter consumer information for Client. Permitted Users shall only be permitted access to the Asurint System through use of corporate-issued email domain. Free email accounts such as Gmail, Yahoo, Hotmail, etc. are not allowed to access the Asurint System. Client and its Permitted Users shall maintain the confidentiality of the IDs and passwords. Client agrees to take reasonable procedures to limit access to the Asurint System and protect its account numbers and passwords so that only key personnel employed by Client know this sensitive information, including not posting this information anywhere in the facility. Client will change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties. Client will restrict the ability to obtain consumer information to as few key personnel as is feasible. Client will not allow any of its users to share a logon password and will immediately notify Asurint if any user otherwise loses Asurint System access privileges. Asurint reserves the right to unilaterally revoke any Permitted User's access rights at its sole discretion. If Client's hardware upon which Asurint system has been accessed is no longer being used or is being disposed of, or if any password has been compromised or believed to be compromised in any way, Client will change its relevant passwords immediately. Client will not discuss its account user name or password by telephone with any unknown caller, even if the caller claims to be an employee of Asurint.

c. Client is responsible for all charges as they relate to the use and activity charged to its IDs. Client agrees to immediately notify Asurint if a security breach occurs or if the Client suspects that a security breach may have occurred.

d. Client shall not access the Services from Internet Protocol addresses located outside of the United States and its territories without Asurint's prior written approval.

e. The security of Services provided via the Internet or which Client may access via the Internet cannot be guaranteed. Asurint is not responsible for (i) Client's access to the Internet, (ii) interception or interruption of communications through the Internet, or (iii) changes to or losses of data. In order to protect Client's data, Asurint may suspend Client's use of Asurint Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected.

VI. TRADEMARKS AND OWNERSHIP

a. Trademarks: The names and marks "Asurint", "IQLogics", and any other names, marks or logos used by Asurint to represent Asurint, the Asurint System and/or Asurint's services are trade names, trademarks or service marks of Asurint, whether registered or not (collectively, the "Asurint Marks"). Except as explicitly provided in this Agreement, no other use of the Asurint Marks is permitted. Client shall acquire no right to or interest in the Asurint Marks. Client will not undertake any actions that may reduce, diminish, eliminate, jeopardize or affect the enforceability or ownership interest of Asurint in such names and marks, or not use any trademark, service mark, trade name, logo, Internet domain name or design which is the same or substantially similar to the Asurint Marks, nor authorize or permit any third party to use a trademark, service mark, trade name, logo, Internet domain name or design which is the same or substantially similar to any Asurint Mark. Client shall not challenge Asurint's ownership of or right to license, or the validity of, the Asurint Marks or any application for registration thereof. Client shall not file any application for a registration for the Asurint Marks in any office or agency anywhere in the world. Client will not alter or remove any copyright or proprietary rights markings or other identification on any website or document.

b. Proprietary Rights: The Services (including the Asurint System, the graphical user interfaces for the Asurint System, and the look and feel of certain of such services), Asurint Marks, Services, ideas, methods of operation, processes, aesthetic aspects, know-how, concepts, compilations, software, documentation, sub-systems and modules used by Asurint in connection with providing the Services, and all modifications, enhancements, updates, customizations, derivative works and translations thereto, are proprietary materials which contain valuable trade secrets of Asurint and/or its licensors, and all intellectual property rights associated therewith are owned exclusively by Asurint and/or its licensors at all times. All right, title and interest in and to any third-party content which may be accessed through use of the Services is the property of the respective content suppliers. Client will not disassemble, decompile, decode or reverse engineer any software related to the Asurint System, including directly or indirectly compiling, decompiling, reverse-engineering, storing, or using the Services to develop its own source or database. CLIENT SHALL NOT, IN WHOLE OR PART, AT ANY TIME DURING THE TERM OF OR AFTER ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT: (i) SELL, ASSIGN, SUBLICENSE, LEASE, RENT, TIMESHARE OR OTHERWISE TRANSFER ANY OF THE PRODUCTS AND/OR SERVICES TO THIRD PARTIES; (ii) COPY, REPRODUCE, RETRANSMIT, DISSEMINATE, SELL, DISTRIBUTE, PUBLISH, BROADCAST, CIRCULATE, COMMERCIALY EXPLOIT OR CREATE DERIVATIVE WORKS BASED ON ANY OF THE PRODUCTS AND/OR SERVICES; OR (iii) ALLOW ANY PERSON OR ENTITY TO DO ANY OF THE ACTS DESCRIBED IN (i) THROUGH (ii) ABOVE. ALL RIGHTS OF ASURINT ARE RESERVED UNLESS EXPLICITLY GRANTED UNDER THIS AGREEMENT.

c. Client retains all rights to its trade names, trademarks or service marks.

VII. NO LEGAL ADVICE: SAMPLE FORMS & EDUCATIONAL CONTENT

a. An important part of Client's screening program involves compliance with various local, state and federal laws. Asurint provides sample disclosure and authorization forms, adverse action letters and other educational content including, but not limited to, webinars, whitepapers, infographics, website content and blog posts (collectively, "Educational Information"). Such Educational Information is not created as, nor is intended to be used as, employment or other application forms. Educational Information made available by Asurint is not offered as legal advice but is instead offered for informational purposes only. Client is not required to utilize the Educational Information provided by Asurint. Client can modify sample disclosure and authorization forms and/or adverse action letters, or use its own forms and letters in their entirety. The final form and content of any forms or letters used by Client is Client's sole responsibility. Asurint makes no assurances regarding the accuracy, completeness, or utility of Educational Information, and Asurint shall not be held responsible or liable for such Educational Information. It is Client's responsibility to comply with all applicable laws and to understand how the FCRA and other applicable laws pertain to Client's specific screening program. Educational Information provided by Asurint is therefore not intended as a substitute for the legal advice of a lawyer knowledgeable of Client's individual circumstances. Client also acknowledges that Asurint will not provide legal advice or render any opinions regarding consumer report content and that Client shall base its screening processes, criteria and employment decisions based on its own policies, procedures and review of applicable laws. Client should consult its own legal counsel regarding its legal obligations and the sufficiency of any information Client uses.

VIII. WARRANTIES

a. Client will use the Services for its internal business use only.

b. In connection with this Agreement, Asurint and Client shall comply with their respective obligations related to all applicable laws, regulations and orders, including, without limitation, the FCRA and its state analogues. Each party acknowledges these respective, separate and distinct obligations and neither party shall assume responsibility for any act of compliance by the other party.

c. Asurint will utilize subcontractors to provide a portion of the Services; provided, however, Asurint shall be responsible for all aspects of the Services, whether performed by employees or subcontractors.

d. Because the Consumer Reports provided by Asurint are assembled from third-party sources including fallible public record repositories, Asurint cannot and will not, for the fees charged for Services, be an insurer or guarantor of the accuracy or reliability of the Services and public data contained in the Consumer Reports. Asurint does, however, represent and warrant that it will be professional and diligent in the sourcing of reliable and accurate sources.

e. OTHER THAN THE EXPRESS LIMITED WARRANTIES IN THIS ARTICLE VIII, ASURINT DISCLAIMS AND CLIENT WAIVES ALL OTHER WARRANTIES AND OBLIGATIONS OF ASURINT, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR OTHER ITEMS DELIVERED OR MADE AVAILABLE BY OR ON BEHALF OF ASURINT UNDER OR RELATED TO THIS AGREEMENT OR ANY OF ITS SCHEDULES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES AND CONSUMER REPORTS.

IX. LIMITATION OF LIABILITY

a. Asurint will provide the Services to Client on a commercially reasonable efforts basis, consistent with generally accepted and reasonable industry standards. Client must report any deficiencies in the Services to Asurint in writing within thirty (30) days of the delivery of the Services, and, in such event, Asurint's entire liability shall be to correct such deficiency within a reasonable period of time.

b. IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS OR SUPPLIERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION) REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, NON-INFRINGEMENT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OR SHOULD HAVE BEEN AWARE OF SUCH DAMAGES.

c. WITHOUT LIMITING THIS ARTICLE IX: (i) IN NO EVENT WILL ASURINT'S LIABILITY UNDER THIS AGREEMENT FOR CLAIMS BY CLIENT EXCEED THE AMOUNT PAID TO ASURINT BY CLIENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO ASURINT'S LIABILITY; AND (ii) ANY AND ALL CLAIMS THAT EITHER PARTY HAS AGAINST THE OTHER, WHETHER OR NOT THE CLAIMING PARTY IS AWARE OF SUCH CLAIMS, MUST BE BROUGHT WITHIN THE ONE (1) YEAR PERIOD FOLLOWING THE DATE THAT SUCH CLAIM FIRST AROSE. THE REMEDY PROVIDED BY THIS ARTICLE IX WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT OR OTHERWISE, AND THE LIMITATIONS CONTAINED IN THIS SUBSECTION C SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY).

X. INDEMNIFICATION

a. Asurint agrees to defend, indemnify and hold harmless Client, its affiliates, and each of its respective directors, officers, employees and agents from and against all third party claims, losses, liabilities, costs, expenses, demands, fines and penalties (including without limitation reasonable attorneys' fees and costs) arising from or relating to: (i) the gross negligence or misconduct of Asurint or its employees; or (ii) the breach of any of Asurint's obligations hereunder.

b. Client agrees to defend, indemnify and hold harmless Asurint, its affiliates, and each of its respective directors, officers, employees, and agents from and against all third party claims, losses, liabilities, costs, expenses, demands, fines, and penalties (including without limitation reasonable attorneys' fees and costs) arising from or relating to: (i) the gross negligence or misconduct of Client or its employees; or (ii) the breach of any of Client's obligations hereunder.

c. Notwithstanding the foregoing, the indemnifying party shall have no indemnity obligation to the extent any such claim is attributable to the indemnified party's breach of this Agreement, negligence, violation of law or willful misconduct.

XI. TERM AND TERMINATION

a. Term: This Agreement will take effect from the Effective Date and continue for the term specified on the Order Form page. Thereafter, this Agreement shall automatically be renewed for successive one (1) year periods unless Client provides sixty (60) days' written notice of its intent to terminate this Agreement prior to the end of the then-current term.

b. Termination Rights: This Agreement may be terminated by: (i) the non-breaching party as a result of a material breach of this Agreement by the other party, but only after the breaching party is given written notice of intent to terminate and such party fails to cure such breach within thirty (30) days of its receipt of such notice; or (ii) a party upon thirty (30) days written notice if the other party makes a general assignment for the benefit of creditors, or if a petition in bankruptcy or under any insolvency law is filed by or against the other and such petition is not dismissed within sixty (60) days after it has been filed.

c. Effect of Termination: Upon termination of this Agreement, all rights granted to Client hereunder will cease and Asurint shall have no further duties or responsibilities to Client with respect to the Services. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms; provided, however, that Client will remain liable for all applicable Fees and other charges accrued prior to such expiration or termination. During and following the term hereof, each party agrees not to intentionally act, or cause a third party to act, in any way that will disparage or otherwise damage the reputation or goodwill of the other party, or the other party's products and services.

XII. GENERAL PROVISIONS

- a. Right to Audit: No more than one (1) time per year (unless additional audits are required by a source or government agency), Asurint shall have the right to audit, at its expense and during Client's normal business hours and with Client's reasonable cooperation, the records of Client relating to the performance of this Agreement to confirm compliance with the terms of this Agreement. These requests are generally limited to requesting copies of the required disclosure and authorization forms signed by the candidate/employee and/or pre-adverse and final adverse action notices. Within ten (10) business days following Asurint's request, Client shall make available to Asurint for audit such records as Asurint requires. This right to audit does not extend to an Asurint audit of Client's financial records.
- b. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and addressed to the other party at the address provided, or as otherwise designated in writing, and shall be deemed effectively given on the earliest of: (i) when delivered, if personally delivered; (ii) on the third (3rd) business day following the date of mailing if delivered by certified or registered mail, return receipt requested; (iii) on the date of transmission, if delivered by e-mail; or (iv) when received by the party to whom notice is intended or required to be given.
- c. Assignment: Neither Asurint nor Client may assign this Agreement without prior written consent of the other party (which consent may be withheld for any reason in the sole discretion of the party for whom consent is sought), and any attempt at such assignment shall be null and void; provided, however, either party may assign its rights in and to this Agreement without such consent to the acquirer of all or substantially all of the assets or stock of such party. In such event, the party must provide written notice to the other party of such assignment. Subject to the foregoing, this Agreement will be binding upon the parties hereto, and their successors and permitted assigns.
- d. Relationship of the Parties: The parties are independent contractors. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent.
- e. Entire Agreement and Amendments: The provisions of this Agreement constitute the entire agreement between the parties and supersede any and all previous and contemporaneous written and oral agreements and communications relating to the subject matter hereto. This Agreement may be modified only by written agreement, signed by the parties.
- f. Waiver: Any waiver of a party of a breach of this Agreement shall not operate as or be construed to be a waiver of any other provision of this Agreement. The failure of a party to insist upon adherence to any term of this Agreement on one or more occasions shall not be considered a waiver and shall not deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of a provision of this Agreement must be in writing fully executed by both of the parties hereto.
- g. Governing Law: The Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without reference to or inclusion of the principles of choice of law or conflicts of law of that jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of the Agreement must be brought solely and exclusively in the United States District Court for the Northern District of Ohio or in the state courts of the State of Ohio, Cuyahoga County, and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any action, suit or proceeding in any way arising out of the Agreement brought by it or against it by the other party.
- h. Force Majeure: Neither Party shall be liable for any delay or failure to perform under this Agreement resulting, directly or indirectly, from strike, fire, war, insurrection, riot, power failure, acts of God, malfunction or defect in any equipment or Internet connection, or any circumstance beyond the Party's reasonable control. In case of errors or lost data caused by power or equipment failure, mechanical difficulties with information storage and retrieval systems, or other events not attributable to its own negligence or willful misconduct, Asurint's sole obligation will be to use its reasonable efforts to reconstruct any records maintained by it and to amend any Consumer Reports prepared by it that may have been affected by such event.
- i. Severability: The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby.
- j. No Third-Party Beneficiaries: Nothing in this Agreement is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither party shall make any representations to the contrary.
- k. Survival: The provisions of Sections III, VI, VIII, IX, X, XII and XI C. and the User Certification shall survive the termination of this Agreement.

Attachment 1 to Background Screening Services Agreement
USER CERTIFICATION

As a condition to ordering and obtaining the Services outlined in the Background Screening Services Agreement, Client agrees as follows:

1. **General:** Client acknowledges:

- 1.1. Asurint is defined as a "Consumer Reporting Agency" and/or an "Investigative Consumer Reporting Agency" by the US Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681, et seq. as amended, and its State analogues.
- 1.2. Screening Reports provided by Asurint, purchased and used by Client are defined as "Consumer Reports" or "Investigative Consumer Reports" (Consumer Reports) by the FCRA.
- 1.3. By using the services of Asurint, Client is considered a "User" of Consumer Reports under the FCRA and has complied, and will continue to comply with the FCRA.

2. **Respective Responsibilities:** Client and Asurint agree to bear their respective responsibilities as defined in the FCRA, its State Analogues, the Federal Drivers Privacy Protection Act, the Gramm-Leach Bliley Act, and all applicable Federal, State, Local and International laws and regulations relating to Consumer Reports.

- 2.1. Client agrees to order and use Consumer Reports in full compliance with applicable law, including the FCRA and makes the following certifications as required in the FCRA and/or other information sources.
- 2.2. Client agrees the information in Consumer Reports provided by Asurint will not be used in violation of any applicable Federal, State, local or International statutes, regulations, rules, and laws, including but not limited to equal employment opportunity laws or regulations.
- 2.3. Client agrees that Consumer Reports have been ordered only when intended for a permissible purpose, including for employment purposes (employment, promotion, reassignment, or retention as an employee or contract employee, or volunteer purposes) and will not be used for any other purpose/s. Client specifically agrees to use the Consumer Report for a one-time purpose, agrees to hold the report in strict confidence, and agrees **not to obtain, use, sell, re-sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this User Certification to any third party**; provided that Client may allow a "Summary View".
 - 2.3.1. By providing a Summary View, Client certifies the third party is Client's customer, that the Summary View is needed by Client's customer for employment and/or work assignment purposes, and that Client has obtained an authorization in writing by the Consumer who is the subject of the Consumer Report, that authorizes both companies to obtain Consumer Reports.
- 2.4. Unless Client suspects misconduct relating to employment or violation of Federal, State, or local law, Client certifies:
 - 2.4.1. It has notified each "applicant for employment or continued employment" (Consumer) in a clear and conspicuous disclosure that a Consumer Report will be obtained. Such disclosure has been made in writing before the Consumer Report was ordered and the disclosure has been made in a document consisting solely of the disclosure or the disclosure and authorization.
 - 2.4.2. It has obtained a signed authorization from every person on whom a Consumer Report has been ordered and upon request provided a copy of the authorization to Asurint. Client agreed this authorization has been signed and was in Client's possession **before** Asurint was directed to prepare a Consumer Report. If the authorization was not provided to Asurint at time of order, Client agrees to retain authorization for five (5) years and to provide a copy of authorization to Asurint upon request.
 - 2.4.3. If applicable, Client has complied and will 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.
 - 2.4.4. Client agrees that if adverse employment action is taken, based either in whole or part on information provided by Asurint in a Consumer Report, Client will comply with adverse action requirements as defined in the FCRA. This includes notifying Consumer before adverse employment action is taken, providing a copy of the Consumer Report to the Consumer, and providing a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and instructions on how to contact Asurint if Consumer wishes to dispute any information in the Consumer Report. Further, Client agrees to provide final notice of adverse action if such action was taken.
 - 2.4.5. Client and Asurint acknowledges every Consumer Report provided to a Consumer has included a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" whether provided by Asurint or Client.
 - 2.4.6. Client and Asurint acknowledges if Consumer contacts Client or Asurint to communicate a suspicion that the Consumer has been or is about to become a victim of fraud or related crime, including identity theft, the party receiving the communication will provide the CFPB "Remedying the Effects of Identity Theft," document which provides information on how to contact the Bureau and the national credit bureaus to obtain more detailed information and request fraud alerts be placed on the Consumer's file.
 - 2.4.7. Client agrees to contact Asurint to obtain special procedures for preparation and use of a Consumer Report in the case of suspected misconduct or violation of State, Federal, or local law.

Background Screening Services Agreement

3. Security and Confidentiality: Client acknowledges legal and regulatory requirements to hold all information obtained from and through Asurint in a secure and confidential manner. Client agrees:

- 3.1. All devices used by Client to order or access Consumer Reports must be placed in a secure location and accessible only by Client's authorized users. Such devices must be secured when not in use through such means as screen locks, shutting power controls off or other commercially reasonable procedures.
- 3.2. Client must take all necessary measures to prevent unauthorized ordering of Consumer Reports including, without limitation (a) limiting the knowledge of security codes, member numbers, User IDs, passwords, etc. to those individuals with a need to know, (b) changing authorized user passwords at least every ninety (90) days or sooner if an authorized user is no longer responsible for accessing Consumer Reports or if Client suspects an unauthorized person has learned the password and (c) using all security features in the software and hardware Client uses to order Consumer Reports. Clients must also provide appropriate security and privacy training to any of its employees that will have access to Consumer Reports.
- 3.3. Client may not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs and DVDs) to store Consumer Reports.
- 3.4. Client must encrypt Consumer Reports information when it is not in use. If Client sends or transfers any Consumer Reports, the information must be encrypted using the following minimum standards: Advanced Encryption Standard, minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms.
- 3.5. Client must store all printed Consumer Reports in a secure, locked container when not in use and must completely destroy printed Consumer Reports when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose.
- 3.6. Client must use commercially reasonable efforts to secure Consumer Reports when stored on servers, subject to the following requirements: (i) servers storing Consumer Reports must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Consumer Reports through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers and intrusion detection/prevention devices, (iii) secure access (both physical and network) to systems storing Consumer Reports which must include authentication and passwords that are changed at least every ninety (90) days and (iv) all servers must be kept current and patched on a timely basis with appropriate security system patches as they are available.
- 3.7. Client will not ship hardware or software between Client's locations or to third parties without first deleting all Consumer Report information. Client must use commercially reasonable efforts to assure data security when disposing of any Consumer Report information which must include use of those procedures issued by the Consumer Financial Protection Bureau or other applicable federal regulatory authority.

4. Equifax/TALX Data: Client acknowledges special requirements are imposed by Equifax/TALX which owns and provides Work Number® employment and income verification data. If Client requests Consumer Reports that include Equifax/TALX Employment Information, Client therefore agrees it will comply with the Security and Confidentiality provisions above in addition to:

- 4.1. Request Equifax/TALX Employment Information only for Client's exclusive use by Client's employees. Client has held and will continue to hold Equifax/TALX Employment Information in strict confidence. Client Employees are forbidden to obtain Equifax/TALX Employment Information on themselves or use Equifax/TALX Employment Information for personal reasons. Client may not access Work Number data via any hand-held wireless communication device, including but not limited to, web enabled cell phones, personal digital assistants and mobile data terminals. Client may not allow Equifax/TALX Employment Information to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices. Client must use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail for at least three (3) months for review.
- 4.2. Hold Equifax/TALX and its agents harmless on account of any expense or damage arising or resulting from the publishing or disclosure of Equifax/TALX Employment Information.
- 4.3. Recognize that Equifax/TALX does not guarantee the accuracy or completeness of Equifax/TALX Employment Information and release Equifax/TALX and its agents from any liability, including negligence, in connection with the provision of Equifax/TALX Employment Information and from any loss or expense suffered by Subscriber resulting directly or indirectly from Equifax/TALX Employment Information. Client covenants not to sue or maintain any claim, cause of action, third party action or other form of pleading against Equifax/TALX or its agents arising out of Equifax/TALX Employment Information.

5. California: If employment is in California, Client acknowledges specific requirements imposed by the *California Investigative Consumer Reporting Agencies Act* and, unless Client has reason to believe Consumer is or has been engaged in criminal activity likely to result in loss to Client or Client has reasonable suspicion of other wrongdoing on part of Consumer, Client agrees:

- 5.1. It has made the applicable disclosures to the Consumer and obtained authorization from the Consumer as required by California Civil Code 1786.16 each time a Consumer Report is requested, and
- 5.2. Has provided the Consumer a means by which the Consumer may indicate on a written form, by means of a check box, that the Consumer wished to receive a copy of any Consumer Report that is prepared, and
- 5.3. If adverse action is taken, Client will comply with California Civil Code 1786.40 which requires informing Consumer of adverse action, role of Asurint in preparing Consumer Report, and name and address of Asurint.

Background Screening Services Agreement

6. **Driving Records:** Client acknowledges special requirements imposed by some **States Department of Motor Vehicles** and third-party driving record providers. If requesting driving records as part of a Consumer Report, Client agrees it has obtained a signed authorization containing the term "driving records." If necessary based on State requirements, Client agreed that such authorization has been signed by means of a handwritten signature (not electronic). Client acknowledges disclosure of such information may be cause for criminal and/or civil legal action against Client and any involved third party. The State or political subdivision which is the source of the driving record information shall not be in any way responsible for defense of any such action. Some of the information contained in the Services is "personal information" as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively the "DPPA") and is regulated by the DPPA ("DPPA Data"). Client shall not obtain and/or use DPPA Data through the Services in any manner that would violate the DPPA. Client acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Services and will recertify upon Asurint's request. ***Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfer, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.***

7. **SSN Trace Information:** If Client requests Consumer Reports that include consumer credit information and/or residential history (commonly referred to as "Trace" or "Header" information) linked to a consumer's Social Security Number (SSN), Client acknowledges credit bureaus report information as supplied by third party sources and the credit bureaus do not guarantee accuracy of information. Client therefore agrees it will:

7.1. Make no employment decisions based solely on alerts/warnings regarding address history and/or SSN or DOB information, or SSN Trace information generally, or use such information for employment purposes.

7.2. Use SSN Trace Information only to verify or authenticate an individual's identity, or prevent or detect fraud or other unlawful activity.

7.3. Client may not use SSN Trace Information to take adverse action as that term is defined in the FCRA. Further, SSN Trace may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA.

8. **GLBA Data.** Some of the information contained in the Services is "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws (collectively the "GLBA"), and is regulated by the GLBA ("GLBA" data). Client shall not obtain and/or use GLBA Data in any manner that would violate the GLBA, or any similar state or local laws, regulations or rules. Client acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain Asurint Services and will receipt upon request. Client certifies with respect to GLBA Data received through the Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

9. **Substance Abuse Testing:** Client acknowledges special requirements are imposed if Services provided to Client include substance abuse testing information. Client therefore acknowledges and agrees:

9.1. If Client is regulated by the US Department of Transportation (DOT), Client acknowledges that certain specific regulations govern substance abuse testing when required by DOT. Client agrees that DOT compliance is the sole responsibility of Client.

9.2. Results of substance abuse testing should be available only to a limited number of Client representatives. Client is responsible for limiting access to this information to appropriate Permitted Users (as defined in the Agreement).

10. **Inspection:** Client and Asurint acknowledge that under Federal law Consumer Reports may be provided only to legitimate business entities. Asurint or their representative may conduct a physical inspection of Client premises, such inspection to be non-intrusive in nature, exclude any confidential information and secured areas, and whose purpose is solely to verify Client is a business enterprise. Asurint may also request Client's business license or other form/s of identification before service may commence. Client is not obligated to permit inspection and/or provide identification; however, Asurint reserves the right not to provide Consumer Reports to Client in such circumstances.

11. **Legal Use:** All services made available to Client are furnished by Asurint subject to the conditions that there will be no abuse, fraudulent activity, or illegal use of such products and services; Client acknowledges that doing so may subject Client to civil and/or criminal penalties. The FCRA provides that any person who knowingly and willfully obtains information on a Consumer from a Consumer Reporting Agency, such as Asurint, under false pretenses shall be fined under Title 18 of the United States Code or imprisoned not more than two years or both.

Background Screening Services Agreement

12. Miscellaneous:

12.1. Client agrees this User Certification applies to all Consumer Reports created by Asurint and provided to Client regardless of which office of Client requested and/or received such reports. Client agrees to inform Asurint immediately of any changes in ownership, company name, address, nature of business, or intended use information contained in consumer reports. Client further agrees that no changes in this User Certification may be made except by written consent of an authorized agent of Asurint and an authorized agent of Client.

12.2. Without limiting any of the foregoing, Client acknowledges it has had an opportunity to consult with its own legal counsel regarding the laws and regulations applicable to this User Certification and is solely responsible for its compliance therewith.

12.3. Client acknowledges additional legal and/or regulatory requirements may be imposed if Client operates in certain industries, and that such requirements may vary by state. Client agrees that compliance with their industry requirements is the sole responsibility of Client.

12.4. With just cause (such as a violation of the terms of this User Certification), or a legal requirement, or a material change in existing legal requirements that adversely affects this User Certification, Asurint may upon its election discontinue serving the Client.

Execution

By signing below, the undersigned representative of Client represents that he/she has read, understands and has direct knowledge of the terms and conditions of this User Certification and is authorized by Client to bind Client to such terms and conditions.

Company:	Baldwin County Commission
Signature:	
Name Printed:	Billie Jo Underwood
Title:	Chairman
Date:	09/17/2024

Background Screening Services Agreement

Schedule A - Background Screening Services

Asurint will perform the Services set forth in this Schedule A for Client. This Schedule A is governed by the terms and conditions of this Agreement between Asurint and Client. All capitalized terms used in this Schedule A without definition shall have the meaning given to them in the Agreement.

When conducting Services and related activity on your behalf, Asurint will:

1. Use all reasonable efforts to ensure compliance with all applicable federal, state, and international laws and regulations.
2. Use the most practical, accurate, up-to-date, readily available information sources available.
3. Background checks will be conducted via the most reliable and fastest method available. This may include using a proprietary database, third-party database (such as The Work Number or National Student Clearinghouse) or by going “to the source”, i.e., by directly contacting schools, employers, state agencies, and courthouses.
4. Criminal record process:
 - a. Asurint will report criminal records when there are sufficient identifiers available. This includes scenarios such as the following: matching name and date of birth; matching name and address; matching name, partial address and partial date of birth. More stringent matching criteria will be applied if a common name is involved. If there are not sufficient identifiers, Asurint will not report the criminal record.
 - b. Record Research Products (RRP) will be added if any of the following fields are incomplete: beginning date (ex: file date, arrest date), offense level, disposition and disposition date. An RRP will be executed in situations where any of those fields are incomplete which will prompt a researcher to search for the associated case record. RRP's will result in a research fee, plus any associated court costs and state fees.
 - c. Standard criminal records includes: convictions, pending cases, open warrants (where legally permissible to report). Non-conviction data (i.e., arrest-only, dismissed cases, sealed or expunged cases, etc.) are not reported as a standard.
5. All work related to verifications (i.e., employment, academic, reference and professional license) will be performed as outlined in an applicable addendum which will only be provided if those services are ordered by Client.
6. Have client support staff members available between 8am-8pm Eastern Time, Monday through Friday.
7. Provide access to the Asurint System to retrieve reports.
8. Make reasonable efforts to inform Client when compliance changes occur.
9. Promptly reinvestigate any candidate disputes, providing a notification via email when a dispute is filed and once the reinvestigation is completed (along with the updated report if applicable).
10. Clients may request a personalized set of guidelines and terminology to be used on the report (i.e., the adjudication or scoring terminology); however, Client accepts full liability for specific terms used.
11. If using Asurint's adverse action services, Client understands it is responsible for initiating the sending of the pre-adverse action letter in the Asurint System. The final adverse action letter may be sent automatically after Client's established waiting period (if such setup is requested by Client). In the event of a candidate dispute, Client will need to review the order once the reinvestigation is complete and determine if the final adverse action letter should be sent. In such event, Client must initiate the sending of the final adverse action letter.
12. If applicable, Asurint will perform the substance abuse and/or physical exam management services set forth in the pricing that follows.

Asurint will begin processing the background check request(s) upon receiving all required information.

(Pricing follows on next page)

Standard Criminal Package

Name	Description	Pricing
Standard Package	7yr Unlimited Criminal Recommendation and includes all below products:	\$19.00
VeriFynd (SSN History)	SSN/Address/Name History	Incl
NCIB - National Criminal Information Bureau	Over 500M targeted county court records including sex offender	Incl
Record Research	As needed for FCRA Compliance to acquire additional data elements	Incl
County Court Criminal	Based on Address History	Incl
Statewide CrimeSearch	Based on Address History	Incl

MVR

Name	Description	Pricing
Motor Vehicle Report	Driving Records 3 or 7 yr. dependent upon State	\$1.75

A la Carte Services

Name	Description	Pricing
A la Carte - Adverse Action Letter	Per Letter	\$2.50
A la Carte - Pre-Adverse Action Letter	Per Letter	\$2.50
A la Carte - Employment Credit		\$7.00

Fee

Name	Description	Pricing
Integration Fee	One time fee to integrate with Applicant Tracking System	\$0.00
On-Site Inspections	3rd Party Physical On-Site Inspections	\$59.85
Setup Fee	One time new account setup fee	\$0.00

Client and Asurint agree that Client’s orders for the Services are expected to commence on 8/31/2024. If Client does not commence ordering within sixty (60) days of this date, a monthly fee of \$100 will be invoiced to Client and due in accordance with the payment terms of the Agreement. Once Client begins ordering, the monthly fee will no longer be charged.

The preceding pricing is based on a minimum revenue amount of \$3,389.85 annually (excluding fees). Asurint requires Client to submit orders accounting for a minimum of seventy percent (70%) of this amount. On an annual basis, Asurint will audit Client ordering activity. If, as a result of such annual audit, Client meets less than seventy percent (70%) of this minimum revenue amount, Asurint reserves the right to adjust pricing and/or invoice the difference between revenue generated and revenue anticipated.

***Statutory and Applicable Fees**

Statutory and Mandatory and other applicable fees, including state, court and third party fees, will be added to the searches performed and listed separately on invoices. Statutory fees are charged by governmental entities for access to records. Mandatory fees may be charged from other institutions or employers. Fees typically range from \$3.00 - \$25.00; however, some jurisdictions, such as New York charge more than \$25. Fee schedules are available on request. Other applicable fees include, but not limited to The Work Number, The National Student Clearinghouse, etc.