

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> October 1, 2019	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---	---

<b>DEPARTMENT:</b> Public Works and Transportation
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Services Agreement with Plexus Global to provide drug screening reports and drug screening programs for job applicants and employees for Sierra County.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** Apparently CSAC has switched providers from Alere to Plexus and in order to have continuity on the drug testing service this service agreement is required.

**FUNDING SOURCE: EACH BUDGET FUNDS ITS OWN TESTING**  
**GENERAL FUND IMPACT:** General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	---

**COMMENTS:**

---



---



---



---



---

\_\_\_\_\_  
 CLERK TO THE BOARD \_\_\_\_\_  
 DATE



## Member Agreement

THIS AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between Plexus Global LLC - a California corporation located at 19340 Jesse Ln., Suite 280 Riverside, CA 92508, together with its majority-owned subsidiaries (hereinafter referred to as "**Plexus Global**") and \_\_\_\_\_, a \_California\_\_\_\_\_ government establishment located at \_\_\_\_\_ (Hereinafter referred to as "**Client**").

Client desires to retain Plexus Global to provide drug screening reports and drug screening programs for job applicants and employees (hereinafter referred to as "**Applicants**").

Plexus Global and Client agree that Plexus Global may furnish to Client upon Client's request Drug Screening Reports in connection with the hiring of Applicants subject to the following terms and conditions:

### 1.0 SCOPE OF SERVICES

Plexus Global's services are described in Exhibit B "**Scope of Services and Pricing.**" Plexus Global shall be responsible to perform or secure the performance of all requested services in their entirety as designated by Client's Authorized Representative. Subject to Exhibit B, Drug Screening Reports may include DOT, Non-DOT, Breath Alcohol, POCT, Saliva.

### 2.0 AGREEMENT TERM

This is an exclusive Agreement between Plexus Global and Client. The term of this Agreement shall be (Check one)

five (5) years.

three (3) years.

one (1) year.

If this Agreement is initially for a three (3) or one (1) year term, this Agreement shall automatically renew for additional one (1) year term.

Either party may terminate this Agreement as set forth in Section 10 of this agreement or upon 30 day written notice.

### 3.0 COMPENSATION AND METHOD OF PAYMENT

Compensation for Plexus Global's services will be computed pursuant to Exhibit B.

The compensation specified in Exhibit B shall constitute full compensation for all services performed by Plexus Global, which are identified in this Agreement, including all applicable insurance and fringe benefits, indirect costs, overhead and profit allowance, materials and supplies. Clients will be billed separately for all applicable surcharges and taxes (including sales tax).

Plexus Global shall bill Client on a monthly basis for services. Two forms of payment are available: Invoices and Credit Card. Please initial the preferred method:

Invoices will be directed to the designated Client contact and address listed below. Client will make payment to Plexus Global within fifteen (15) days of receipt of invoice. All invoices shall be



made in writing and delivered or mailed to Client as follows, or to such other address as Client may subsequently designate in writing to Plexus Global:

Invoice To: \_\_\_\_\_ (Client name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, state, zip)

Attention: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_ Credit Card Payment

#### 4.0 CHANGES AND EXTRA SERVICES

Client reserves the right to order changes in the services to be performed by Plexus Global. All such changes shall be incorporated in written orders executed by Client's Authorized Representative and Plexus Global, which shall specify the changes ordered and the adjustment of compensation and completion time required, if any.

During the terms of this Agreement, Plexus Global and Client may incorporate additional services into this Agreement on the terms set forth in Exhibit B. Authorization for additional services will be incorporated into this Agreement only by written change order(s).

#### 5.0 CLIENT'S GENERAL OBLIGATIONS

Client agrees:

- 5.1 to keep all report information provided under this Agreement, including but not limited to drug screening, or any other report, whether oral or written, strictly confidential and, except as required by law, reveal no information from reports to any person except the person reported on or a person whose duty requires him to participate in the decision for the transaction for which the report was ordered;
- 5.2 not to request drug screening report information for non-business reasons
- 5.3 to warrant that the nature of its business is \_\_\_\_\_, and **not** a credit repair company, private investigator, or an attorney service.
- 5.4 not to become a reseller of the information contained in any type of report provided by Plexus Global to a third party; or to otherwise provide or transfer in whole or in part the information contained therein.
- 5.5 to read and understand the requirements of Exhibit A "**End User Access Security Agreement and Acknowledgement,**" and to take all reasonable measures to enforce them within the Client's company;
- 5.6 to certify that Drug Screening Reports will be ordered only when intended to be used for the permissible purpose of establishing an Applicant's eligibility for employment or continued employment, which includes:
  - Initial employment
  - Promotion
  - Reassignment
  - Retention as an employee



- Random Program
- For a legitimate business need in connection with a business transaction that is initiated by the Applicant;

5.7 that drug screening final report information from the Consumer Report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation; and,

5.8 that before taking any adverse action based in whole or in part on the Consumer Report, the person intending to take such adverse action shall provide to the Applicant to whom the report relates:

5.8.1 A copy of the final report;

5.8.2 a description in writing of the rights of the Applicant under this title, as prescribed by the Federal Trade Commission under 15 U.S.C. §1681(g)(c)(3); and,

## **6.0 OTHER CLIENT PROVISIONS**

6.1 The Client is responsible for identifying and taking all steps necessary to comply with any applicable state or local laws in connection with the procurement and use of Screening Reports.

6.2 The Client will base all hiring decisions and actions on its own policies and procedures and acknowledge that Plexus Global employees are not permitted to render opinions regarding the Screening Report.

## **7.0 ADJUDICATION SERVICES COMPLIANCE AND INDEMNIFICATION**

7.1 **For clients utilizing Plexus Global adjudication services:** Client agrees that the adjudication service provided by Plexus Global is an administrative function only and all determinations of qualification for employment are based solely on the criteria of evaluation provided by the client. Client further agrees to defend, indemnify, and hold Plexus Global and its affiliated companies, and the officers, agents, employees, and independent contractors of Plexus Global and their affiliates, and the applicable drug testing laboratories and collection centers harmless from any liabilities, or claims for injury or damages arising out of the subsequent hiring decision resulting from the performance of this administrative function as all final hiring decisions are the responsibility of the client and not Plexus Global.

## **8.0 ACCESS SECURITY**

Client agrees that Plexus Global and Client must work together to protect the privacy of consumers. The following requirements are designed to reduce unauthorized access of Consumer Credit Reports and other private information:

8.1 Client must protect its Consumer Reporting Agency log-in ID and password(s) so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of Client's log-in ID and password(s). Client shall not post this information in any manner within Client's facility;

8.2 Systems access software, whether developed by Client's organization or purchased from a third party vendor, must have Client's Consumer Reporting Agency log-in ID and password(s) "hidden" or embedded and be known only by authorized supervisory personnel;



- 8.3 Client shall not discuss Client's Consumer Reporting Agency log-in ID and password(s) by telephone with any unknown caller, even if the caller claims to be an employee of a Consumer Reporting Agency;
- 8.4 Client shall restrict the ability to obtain applicant / employee drug screening report information to a few key personnel who have a need to access such information;
- 8.5 Client shall place all terminal devices used to obtain consumer reports in a secure location within Client's facility. Client shall secure these devices so unauthorized persons cannot easily access them. Client shall log off the system when not in use;
- 8.6 After normal business hours, Client shall log off the system and properly secure all devices or systems used to obtain consumer reports and/or credit information;
- 8.7 Client shall secure hard copies and electronic files of consumer reports within Client's facility so that unauthorized persons cannot easily access them;
- 8.8 Client shall shred or destroy all hard copy consumer reports when no longer needed;
- 8.9 Client shall erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction;
- 8.10 Client shall make all of its employees aware that only Client may access consumer reports and only for the permissible purposes described Section 5. Client's employees may not access their own report or the report of a family member or co-worker if Client does not have a permissible purpose;
- 8.11 Client shall assign to each user of Client's system access software a unique log-in ID and password. Client shall make all employees aware that each log-in ID and password is unique to each user of the system and not transferable. **Log-in IDs and passwords are not to be shared.** Individuals who share log-in IDs / passwords may lose access privileges to the system;
- 8.12 Client understands that e-mailing of a Consumer Report is not a secure method of transmission, unless the document has been encrypted or is password protected prior to transmittal.

## **9.0 PLEXUS GLOBAL'S GENERAL OBLIGATIONS**

Plexus Global agrees that it will:

- 9.1 Be responsible for identifying and taking all steps necessary to comply with all applicable state and federal laws
- 9.2 follow reasonable quality assurance procedures to assure accuracy of the information contained in a Screening Report and to maintain procedures designed to confirm, to the extent reasonably possible, that the reported public record information is complete and current; and
- 9.3 work with the applicant / employee to re-verify at no cost any disputed report when either Client or an Applicant / Employee makes a request in accordance with applicable law. Plexus Global shall respond in writing on a timely basis; and



- 9.4 maintain Applicants' Report information and transaction details for a minimum of five (5) years and upon written request by an Applicant to inform the Applicant of the substance of the report and information contained in the Screening Report delivered to Client; and
- 9.5 maintain the confidentiality of its data acquisition and verification methodology.

## **10.0 TERMINATION**

10.1 Termination for Cause: Should Plexus Global be in default of the terms of this Agreement and fail to remedy the default within ten (10) business days of receipt of Client's notice of default, Client may at its discretion terminate this Agreement or such portion thereof as Client determines is most directly affected by the default.

10.1.1 The term "**default**" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this Agreement; abandonment, assignment or subcontracting of this Agreement without written approval of Client; bankruptcy or appointment of a receiver for Plexus Global's property; failure of Plexus Global to perform the services or other required acts within the time specified for this Agreement or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of this Agreement in bad faith.

10.2 Termination for Force Majeure: The performance of work under this Agreement may be terminated by either Party, for unforeseen causes beyond the control and without the fault or negligence of Plexus Global, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrecoverably disrupt or render impossible Plexus Global's performance hereunder.

10.2.1 An "**act of God**" shall include, but not be limited to earthquake, flood, cyclone, or other phenomenon of nature.

## **11.0 NO GUARANTEES OR WARRANTIES**

Plexus Global will use its best efforts to fulfill its obligations under this Agreement. However, Plexus Global does not guarantee or warrant and hereby disclaims any guaranty or warranty that the information provided to Client is correct, complete, current, merchantable or fit for a particular purpose, or that the information will be available or delivered to subscriber at any specific time.

## **12.0 LIMITATION OF LIABILITY INSURANCE REQUIREMENTS**

Plexus Global shall procure the following required insurance coverage at its sole cost and expense. Certificate(s) of insurance shall be furnished to Client prior to this Agreement becoming effective. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of this Agreement and shall name Client as an additional named insured. Failure to comply with the insurance requirements shall place Plexus Global in default. Upon request by Client, Plexus Global shall provide copies of any insurance policies to Client within ten (10) working days. Client may periodically review the minimum limits of Plexus Global's policies for the required insurance coverage. In the event of a change in the minimum limits, Plexus Global shall inform Client of such change by giving written notice to Client no less than sixty (60) days prior to the effective date of such change. All said policy or policies shall provide that Client shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or material change or reduction in coverage.



- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- c. Technology Professional Liability (Errors and Omissions) with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Plexus Global in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

If the Plexus Global maintains broader coverage and/or higher limits than the minimums shown above, the Client requires and shall be entitled to the broader coverage and/or higher limits maintained by the Plexus Global. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Client.

Client agrees:

- 12.1 that Plexus Global shall not be liable to Client for any other damages, costs or expenses whatsoever except as expressly agreed, and that neither party shall be liable to the other party for punitive, exemplary or consequential damages.
- 12.2 to hold Plexus Global and its affiliated companies, and the officers, agents, employees, and independent contractors of Plexus Global and their affiliates, and the applicable credit reporting bureaus, harmless on account of any expense or damage resulting from the publishing by the Client, or employees or agents of the Client, of report information in a manner inconsistent with FCRA guidelines.
- 12.3 to release Plexus Global and its affiliated companies and the officers, agents, employees, and independent contractors of Plexus Global and its affiliated companies from liability except for any gross negligence or willful misconduct, in connection with the preparation of reports and from any loss or expense suffered by the Client resulting directly or indirectly from the same related to any reports by Plexus Global or by one of its affiliated companies;
- 12.4 to recognize that information in Plexus Global reports is secured from and processed by fallible sources (human and otherwise) and that for the fee charged Plexus Global cannot be either an insurer or a guarantor of the accuracy of the information reported;
- 12.5 to recognize that Plexus Global provides a range of report services, each of which has a distinct scope and limitation. Client represents and warrants that it has been fully informed as to the scope and limitation of Plexus Global services, acknowledges its own role as the decision maker in the provision of Plexus Global services, and agrees that Plexus Global cannot insure or guarantee the suitability of a Plexus Global service for any particular Client need.



**13.0 INDEMNIFICATION**

Plexus Global shall hold harmless, defend and indemnify Client and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature based upon the gross negligence or intentional wrongdoing by Plexus Global during its performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Client.

Client shall indemnify, defend and hold Plexus Global harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys’ fees and costs, which may be incurred by Plexus Global based upon the illegal or wrongful use by Client of the Screening Report, the negligence or intentional wrongdoing by Client in connection with the use of the Screening Report, or Client’s failure to comply with its obligations under the FCRA or other applicable laws in connection with the procurement or use of the Screening Report.

**14.0 OWNERSHIP OF WORK PRODUCTS**

All raw data assembled by Plexus Global or obtained from others by Plexus Global in connection with the services under this Agreement shall be the sole property of Plexus Global. All reports and any other documents, materials and products prepared or assembled by Plexus Global or obtained from others by Plexus Global in connection with the services under this Agreement shall be the sole property of Plexus Global. Plexus Global shall be responsible for the preservation of any and all such raw data, documents, materials and products prior to transmittal to Client.

Client acknowledges that title, ownership rights and intellectual property rights in and to the Plexus Global system of products and services shall remain Plexus Global’s and/or its suppliers, and that all content contained in any Screening Report is the property of the applicable content owner and may be protected by applicable contract and/or copyright law.

**15.0 NOTICES**

Except for invoices submitted by Plexus Global pursuant to Section 3.0, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To: \_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Attention Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

To: Plexus Global LLC  
Attn: Mr. Carlos Lacambra, President  
19340 Jesse Ln., Suite 280  
Riverside, CA 92508

**16.0 CHOICE OF LAW AND CONSENT TO JURISDICTION**

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State, without regard to California choice of law rules.





16.1 The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified.

**17.0 ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties. Each party represents that in entering into this Agreement, it has not relied on any previous representations, inducements, or understandings of any kind or nature.





**18.0 SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall nevertheless continue in full force without being impaired or invalidated in any way.

**19.0 BENEFIT OF AGREEMENT**

This Agreement shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

**FOR CLIENT:**

  
\_\_\_\_\_  
Authorized Client Representative Signature  
  
  
\_\_\_\_\_  
Print Name  
  
  
\_\_\_\_\_  
Title  
  
  
\_\_\_\_\_  
Date

**FOR PLEXUS GLOBAL:**

\_\_\_\_\_  
Authorized Plexus Global Representative Signature  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date



**Plexus Global**  
 19340 Jesse Ln., Suite 280  
 Riverside, CA 92508  
 www.plexusglobalinc.com

## Exhibit B

<b><u>I. Scope of Work - Services</u></b>	
<b>I. Scope of Work – Drug Screening</b>	
Packaged Services: Pre and On-Going Employment Drug Screening	Price*
Package 1 – <b>DOT / Non-DOT Drug Screen</b>	<b>\$42.00*</b>
<b>Includes</b> - Collection at a Plexus Global Primary collection location (All Quest and LabCorp collection sites) - Transportation of sample to a SAMHSA Certified lab - Testing of sample to follow EMIT and GCMS Confirmation - MRO - Reporting	
Package 2 – <b>Breath Alcohol Screen (BAT)</b>	<b>\$40.00</b>
<b>Includes</b> - Collection at an OccMed clinic and in association with a drug screen collection when needed - Re-test as needed - Reporting of results	
Package 3 – <b>Random Program</b>	<b>\$No Charge</b>
<b>Includes</b> - Putting member drivers in a “consortium” or their own member pool - Random selection per DOT guidelines or member rules - All reporting as required by DOT	



A la Carte Services – Substance Abuse Screening - Domestic	Price
Customized Collection Site Match	Included
Electronic Chain of Custody forms support - Nationwide	Included
Non-DOT 5 Panel Urine Drug Screen – Lab Based Analysis w/collection, testing, MRO	\$26.75
Non-DOT 10 Panel Urine Drug Screen – Lab Based Analysis w/collection, testing, MRO	\$28.50
DOT 5 Panel Urine Drug Screen – Lab Based Analysis w/collection, testing, MRO	\$29.50
Medical Review Officer (MRO)	\$16.00
Breath Alcohol Screening – Lab Based	\$49.95
Hair Follicle Testing 5 Panel	\$62.00
5 Panel Instant urinalysis – Instant Onsite Test Cup	\$ 5.00 ea.
10 Panel Instant urinalysis cup – Instant Onsite Test Cup	\$ 9.00 ea.
5 Panel Oral fluid drug test kit – Lab Based Analysis	\$ 7.00 ea.
On site services – Mobile Collection – available business and emergency hours : Proposed rates take the following into consideration: - Hours 7am to 9pm - No waiting time between collections - There is a collection fee plus a collector fee and a scheduling fee - Please call for more information	\$ 8.00 ea Emp \$45.00 1 <sup>st</sup> \$25.00 after \$65.00 collector \$ .65 mile
Post-accident, Reasonable Suspicion Screening	\$27.75*
After hours collections	Call for Quote

**\*Additional Fees – Substance Abuse Screening**

**Additional fees may include:** When an out-of-network 3rd party collection facility is used, pricing will include drug screening price plus additional collection fee.



## Substance Abuse Screening – Definitions

### **Non-DOT 5 Panel Urine Drug Screen**

Drug Screen includes screening for five categories of drugs including: Amphetamines, Cocaine, Marijuana, Opiates, and Phencyclidine. This price covers the costs for collection at an Plexus in-network site, overnight courier service to a S.A.M.H.S.A/N.I.D.A. certified laboratory, pre-screen by E.M.I.T., and confirmation by G.C./M.S. Collect at out-of-network 3rd party collection facilities may result in additional fees.

### **Non-DOT 10 Panel Urine Drug Screen**

Drug Screen includes screening for ten categories of drugs including: Amphetamines, Cocaine, Marijuana, Opiates, Barbiturates, Methaqualone, Benzodiazepines, Propoxyphene, Methadone, and Phencyclidine. This price covers the costs for collection at an Plexus in-network site, overnight courier service to a S.A.M.H.S.A/N.I.D.A. certified laboratory, pre-screen by E.M.I.T., and confirmation by G.C./M.S. Collect at out-of-network 3rd party collection facilities may result in additional fees.

### **DOT 5 Panel Urine Drug Screen**

Drug Screen includes screening for five categories of drugs including: Amphetamines, Cocaine, Marijuana, Opiates, MDMA Metabolites, Monoacetyl Morphine and Phencyclidine. This price covers the costs for collection at an Plexus in-network site, overnight courier service to a S.A.M.H.S.A/N.I.D.A. certified laboratory, pre-screen by E.M.I.T., and confirmation by G.C./M.S. Collect at out-of-network 3rd party collection facilities may result in additional fees. Includes DOT-mandated MRO review on every screen processed.

### **Medical Review Officer (MRO)**

Results of non-negative or troubled non-D.O.T. drug screenings are forwarded to an MRO, a licensed physician who reviews these results, speaks with the donor if necessary, and reports the final results within two hours of receipt of results from the laboratory.

### **Breath Alcohol Screening**

Breath Alcohol Testing will be performed by a certified Breath Alcohol Technician using EBT. Confirmation testing is included for in-network screens performed during standard business hours.



Exhibit A
End User Access Security Agreement &
Acknowledgement of FCRA Compliance Requirements

We must work together to protect the privacy of consumers. The following requirements are designed to reduce unauthorized access of Consumer Credit Reports and other private information. By signing this document, you, the "End User," agree to follow the measures below:

- 1. You will protect your Consumer Reporting Agency log-in ID and password(s) so that only you know this sensitive information.
2. Systems access software, whether developed by your organization or purchased from a third party vendor, must have your Consumer Reporting Agency log-in ID and password(s) "hidden" or embedded and be known only by authorized supervisory personnel.
3. Do not discuss your consumer Reporting Agency log-in ID and password(s) by telephone with any unknown caller, even if the caller claims to be an employee of a Consumer Reporting Agency.
4. Restrict the ability to obtain credit information with your login ID and password to yourself.
5. Place all terminal devices used to obtain consumer reports and/or credit information in a secure location within your facility.
6. After normal business hours, log off the system and properly secure all devices or systems used to obtain consumer reports and/or credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so unauthorized persons cannot easily access them.
8. Disposal of printed reports: Shred or destroy all hard copy consumer reports when no longer needed.
9. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
10. You can access consumer report and/or credit information only for the permissible purposes listed in Section 5 of the Services Agreement signed by your organization's representative.
11. Each log-in ID and password is unique to each user of the system and not transferable. Log-in IDs and passwords are not to be shared.

facilitate the investigative process if a consumer claims that your organization inappropriately accessed their credit report. (Note: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months.)

Under Section 621 (a)(2)(A) of the Fair Credit Reporting Act ("FCRA"), any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$3,500 per violation.

FCRA REQUIREMENTS

In compliance with the FCRA as amended by the Consumer Reporting Act of 1996, End User hereby certifies to Plexus Global that End User will comply with the following provisions:

- 1. End User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes:
a.) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
b.) the consumer has authorized in writing (which authorization may be made on the document referred to in Section 1.a. above) the procurement of the report by the End User.
2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, End User shall provide to the consumer to whom the report relates:
a.) A copy of the report; and
b.) a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto as Exhibit C "Summary of Consumer Rights."
c.) Provide oral, written or electronic notice of the intended adverse action to the consumer, as defined by Section 615 of the FCRA (Plexus Global will provide you with sample Adverse Action letters that will fulfill this obligation).

The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

- 3. End User will review Exhibit D "Notice to Users of Consumer Reports: Obligations of Users under FCRA," attached hereto and available online at: www.acheckglobal.com.

Record Retention: It is important that you keep credit applications for a reasonable period of time. This will help to

End User hereby acknowledges receipt of Exhibit C " Summary of Consumer Rights" and Exhibit D "Notice to Users of Consumer Reports: Obligations of Users Under FCRA."

Print Name Title

Signature Date Email

Telephone