



Information Management Inc.

Addendum to Subscriber Agreement Employment Screening Services

THIS ADDENDUM to the Subscriber Agreement dated 12/6/2012 is entered into on the last date signed by either party as indicated below.

THE PURPOSE OF THIS ADDENDUM is to set out the Terms of Service related to the Subscriber's request to purchase Edge's Employment Screening Services. If applicable, this Addendum also sets out the obligations and responsibilities of each party related to the Subscriber's request for Edge to review all background screening reports (Consumer Reports) on behalf of the Subscriber; determine the applicant's eligibility for hire according to the criteria established by Subscriber; and if agreed upon, to administer adverse action procedures on behalf of the Subscriber as required by the FCRA.

1. Definitions:

- A. **Adverse Action:** Information contained within a Consumer Report which is used in whole or part by the employer for denial of employment or other employment decisions that adversely affects the current of prospective employee.
 - B. **Consumer Report:** In relation to employment purposes, a report prepared by a Consumer Reporting Agency that can consist of any written or oral or other communication pertaining to information of an applicant's or current employee's credit worthiness/standing/capacity, character, general reputation, personal characteristics, or mode of living.
 - C. **Consumer Reporting Agency:** Third parties, i.e., Edge Information Management, that provide Consumer Reports.
 - D. **End User:** Employer/Subscriber.
 - E. **Investigative Consumer Report:** A type of Consumer Report where information is gathered through personal interviews of neighbors, friends, and/or associates who may have knowledge about information bearing on an applicant's or current employee's credit worthiness/standing/capacity, character, general reputation, personal characteristics, or mode of living.
2. Subscriber is a government entity type of business and has a need for Consumer Reports which may contain consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes"). Subscriber certifies that credit information will be used to evaluate the applicant's qualifications for new or continued employment.
3. Subscriber shall request Consumer Reports for Employment Purposes pursuant to procedures prescribed by Edge from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
- A. A clear and conspicuous disclosure is first made in writing to the consumer/applicant/employee by the subscriber before the report is obtained, in a document that consists solely of the disclosure, that a Consumer Report and/or investigative Consumer Report may be obtained for employment purposes;
 - B. The consumer/applicant/employee has authorized in writing the procurement of the report; and
 - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

- D. Subscriber further certifies that they have legal responsibilities regarding adverse action that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer/applicant/employee:
- i. Preliminary Adverse Action Notice to consumer/applicant/employee, along with copy of consumer report and A Summary of Your Rights Under the Fair Credit Reporting Act.
 - ii. Allowing consumer/applicant/employee a designated period of time to contact Edge if consumer/applicant/employee wishes to dispute any information included in the consumer report.
 - iii. Providing Edge's contact information.
 - iv. Providing a final adverse action notice to consumer/applicant/employee if a final adverse action employment decision is made.
- E. Social Security Administration Certification:
- i. Current and Former Employees (SSN W2 Verification): Subscriber certifies that verification of social security numbers for current and former employees will be utilized only for preparing and submitting W-2 Forms (wage reporting) and will no way be ordered for pre-employment purposes. Subscriber also certifies that no adverse action will be taken against the employee on unverified numbers.
 - ii. Pre-Employment Applicants (SSN Consent Based Verification): Subscriber certifies it will utilize the Consent Based Social Security Number Verification (CBSV) Service for pre-employment purposes. Subscriber also certifies that no adverse action will be taken against the employee on unverified numbers. The Social Security Administration (SSA) will verify SSNs solely for the purpose(s) specified on the individual Consent Forms associated with the verification requests (Form SSA-89, Authorization for SSA to Release SSN Verification). The Subscriber agrees that it shall use the verification only for the purpose stated in the Consent Form, and shall make no further use or re-disclosure of the verification.
 - i. The information received from records maintained by SSA is protected by Federal statutes and regulations, including 5 U.S.C. § 552a(i)(3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000.
 - ii. SSA's verification of an SSN does not provide proof or confirmation of identity. *"NOTE: CBSV is designed to provide the Subscriber with only a "yes" or "no" verification of whether the SSN verified with SSA's records. CBSV does not verify employment eligibility, nor does it interface with the Department of Homeland Security (DHS) verification system, and it will not satisfy DHS's I-9 requirements."*
- F. Social Security Bureau Verification and Address Locators: Subscriber certifies that Subscriber shall use the Reference Services solely for Subscriber's exclusive one-time use and shall hold such Reference Services in strict confidence. Subscriber shall not request, obtain or distribute Reference Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the Reference Services. The Reference Services shall be requested by, and disclosed by Subscriber only to Subscriber's designated and authorized employees having a need to know and only to the extent necessary to enable Subscriber to use the Reference Services in accordance with this Agreement. These products are not generally considered consumer reports.
- G. Subscriber shall ensure that such designated and authorized employees shall not attempt to obtain any Reference Services and/or background screening reports offered by Edge on themselves, associates, or any other person except in the exercise of their office duties.
- H. Workers' Compensation Certification: Subscriber certifies that requests for workers' compensation information will only be for current employees or when a conditional job offer is made to an applicant. Also, no adverse action will be taken against the employee/applicant unless at least one of the following conditions exist:
- i. The employee/applicant is believed to be untruthful as to their past worker's compensation history or medical condition, usually during a medical examination;
 - ii. There is a history of filing false claims;
 - iii. Based upon past claims, it is believed that the employee/applicant is a health or safety threat to themselves or others in the opinion of a medical expert;
 - iv. Based upon past claims, it is believed that the employee/applicant is unable to perform the essential tasks of the job.

- I. **Self-Capture Fingerprints:** If Subscriber elects to choose this service, Subscriber understands and agrees to the following:
 - i. Utilization of this service requires the Subscriber to register and designate one or more employees as Trusted Observers. Trusted Observer(s) are individuals who will handle the fingerprinting tasks for the Subscriber. Subscriber will be given instructions to register their Trusted Observer(s) by Edge when Subscriber Setup and Training is conducted.
 - ii. Edge does not warrant the submitted fingerprint impressions necessarily are, or can be made, sufficient to assure successful query.
5. Subscriber is the "end user" and shall use Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence. Edge recognizes that Subscriber is subject to the Florida Public Records' Law and information will be released under this law unless specifically made confidential and/or exempt by statutes.
6. Subscriber will maintain copies of all consumer/applicant/employee signed disclosures and authorizations for a minimum of five (5) years from the date of inquiry.
7. Subscriber has received and understands Employment Screening: An Employers Essential Guide to Understanding the FCRA and that this document includes copies of all FTC Prescribed Notices: 1) Notice to Users of Consumer Reports; Obligations of User Under the FCRA; 2) A Summary of Your Rights Under the Fair Credit Reporting Act and 3) Remedying the Effects of Identity Theft.
8. Subscriber will immediately inform Edge of any change in the purpose for which the Consumer Report supplied by Edge will be used.
9. Subscriber understands and agrees that in order to ensure compliance with the terms and provisions contained within this Agreement Edge will conduct, at reasonable times during normal business hours and upon prior notice to Subscriber, periodic reviews of Subscriber activity and may, on a random basis, contact Subscriber to provide documentation of executed searches. Subscriber agrees to cooperate fully with any and all inquiries.
10. Subscriber agrees to meet the requirements and shall not use the information provided for any purpose that would violate the FCRA, the Federal Drivers Privacy Protection Act, or any similar federal, state or local statute, rule, regulation or EEOC guidelines. Subscriber shall abide by such legislation and rules and regulations that may be enacted or adopted after the date hereof. With just cause, such as violation of the terms of Subscriber's Agreement or a legal requirement, or a material change in existing legal requirements that adversely affects Subscriber's Agreement, Edge may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.
11. **Adjudication (Add-On Service for Review of Consumer Reports for Hiring Eligibility):**
 - A. Subscriber has furnished to Edge Subscriber's criteria for making employment decisions, which is attached hereto as Attachment 1.
 - B. Once, Edge obtains a Consumer Report on the job applicant Edge will first review and conform the report by applying all Federal and State specific FCRA requirements. Once all FCRA requirements are met, Edge will apply Subscriber's criteria as set forth in Attachment 1 and then present the completed Consumer Report back to the Subscriber.
 - C. Upon Subscriber's request for Edge to administer adverse action, the following will apply:
 - i. If determination for hire can not be made on the basis of the Consumer Report by Edge based upon specific subscriber criteria, report will then be reviewed and processed by Subscriber.
 - ii. If determination to clear for hire can not be made by Edge due to incomplete information, i.e., lack of disposition, Subscriber will be notified. Subscriber will then review the available information and after making a determination notify Edge of how Subscriber plans to proceed, and what if any further assistance Subscriber requires from Edge.
 - iii. If based on Subscriber's criteria applicant is clear to hire, Edge shall indicate clear to hire or words to that effect, within WebScreen.

iv. If based on Subscriber's criteria applicant is not clear to hire or words to that effect, Edge shall indicate not clear to hire within WebScreen.

D. Edge shall use its best efforts to perform its obligations hereunder based on Subscriber's criteria. Edge's obligation to Subscriber hereunder will be limited to the accurate application of the Subscriber's criteria to the Consumer Record obtained by Edge.

11. Adverse Action (Add-On Service for Administration of Adverse Action):

A. If based on Subscriber's criteria applicant is not clear to hire or upon request by the Subscriber, Edge shall provide the consumer:

- i. A pre-adverse action disclosure;
- ii. A copy of the Consumer Report;
- iii. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.

B. If after a reasonable period of time (to be determined by Subscriber) and no change or challenge to the report is made by the applicant, Edge shall provide the consumer a final adverse action notice.

12. The Subscriber Agreement between the parties shall remain in full force and effect. If there are any conflicts between that agreement and this Addendum, the provisions of this Addendum shall govern.

13. If any provision of this Addendum shall be found to be invalid; the invalidity of such provision shall not affect the validity of the remaining provisions of the Addendum or the Subscriber Agreement. Edge may make changes in service levels or means and manner of performance in accordance with any additions and/or changes to Subscriber's criteria, FCRA guidelines and/or specific state consumer reporting requirements.

14. This Addendum along with Attachment 1, if applicable, constitutes the complete and entire Addendum between the parties and may not be modified or amended except in writing and executed by duly authorized representatives of both parties.

15. This Addendum shall inure to the benefit of and be binding on the parties hereto and their respective agents, employees, officers, directors and shareholders, and their respective assignees and other successors in interest. Subscriber shall not assign the Addendum without the prior written consent of Edge.

16. Any notice required under this Addendum shall be in writing and shall be either hand delivered, sent via a nationally recognized overnight delivery service, or transmitted by certified or registered mail, postage prepaid with return receipt requested.

Lake County Board of County Commissioners
(Subscriber's Company Name)

Printed Signatory's Name: Barnett Schwartzman

Title: Procurement Services Manager

Date: 6/28/12

Signature: [Signature]

Edge Information Management, Inc.

Printed Signatory's Name: Norm R. Gagnon Joe Langford

Title: Director of Compliance President

Date: December 6, 2012

Signature: [Signature]



Information Management Inc.

Pricing Proposal for Lake County Background Screening Services

Edge Information Management, Inc.
Jonathan Snyder
800-725-3343 x. 605
JonathanS@edgeinformation.com



Confidential Pricing Proposal
Edge Information Management, Inc
1682 W. Hibiscus Blvd.
Melbourne, FL 32901
321-676-8856 / 800-725-3343



Information Management Inc.

November 20, 2012

Lake County
c/o: David Merrill

David:

Thank you for the opportunity to let Edge Information Management, Inc. provide you with background screening services. We look forward to providing Lake County a proven, cost-effective, and seamless program aimed at suiting your employment screening needs.

Please let me know if you have any questions.

With kindest regards,

Jonathan Snyder

Jonathan Snyder
National Account Executive



**CONFIDENTIAL PRICING FOR
Lake County
November 20, 2012**

Pricing is based upon current configuration and capabilities of our WebScreen system. Any additional reports and/or customization may incur additional fees. All pricing is name specific and searched at the specified bureau of record requested.

Service	Description	Edge Process Fee
Background Screening Services		
SSN + Instant Address Locator (097 inq.)	Provides names and addresses associated with the subject's Social Security Number and may indicate fraudulent use. This is a database search through the credit bureau. This search also helps verify other information. Normal turnaround times are instant.	\$3.00
Criminal: County (002 inq.)	Felony and Misdemeanor criminal convictions and pending cases, usually including date and nature of offense, sentencing date, disposition and current status. There might be some restrictions on obtaining and providing certain information (such as arrests not resulting in convictions), or certain minor offenses. Generally goes back at least seven years.	\$9.00*
Criminal: Statewide (State Criminal Repository of specified State – where available) (002 inq.)	Statewide Criminal Searches are available from the State Bureau of Investigation; State Police; Department of Public Safety and other state agencies. These records are abbreviated indexes sent by the state counties to the above agencies and offer a wider scope search than a single county. There can be time delays due to the time factor involved between county reporting and state posting. Statewide searches may not be as thorough and up-to-date as the originating county of record and may carry additional mandatory/access fees which will be passed through.	\$8.00* <i>(Please note that the Florida State mandated access fee for this search is currently an additional \$24.00)</i>
Criminal: Federal (035 inq.)	Federal Courts are a completely separate jurisdiction from the county courts. These Courts dispose of incidences that would supersede the states level of jurisdiction such as: kidnapping; large drug cases, financial fraud, bank robbery and other interstate crimes. This is a per jurisdiction search.	\$9.00*
Criminal: Multi-State Criminal and National Sex Offender Registry Search (098 inq.)	Utilizing the most comprehensive private criminal history database available today, the Multi-State searches over 600 million archived criminal records from all 50 states* including a National search of Registered Sex Offenders. This search covers a much wider span than possible with single location searches and clear results are returned almost instantaneously. In the event that Edge discovers a name match in the Multi-State Criminal & National Sex Offender registry search, we are required to verify the information at the court of reporting origin as stated by the Fair Credit Reporting Act. <i>*Limited criminal records in South Dakota and Wyoming.</i>	\$7.00**
Driving History (003 inq.)	Individual State Record/Driving Bureaus offer Abstracts of Drivers' history with a term of 3 – 7 years. Each state has its' own mandatory access fee associated and is additional to the Edge process fee.	\$3.75*
Basic Employment Verification (166 inq.)	Edge provides confirmation on previous employment claims; contacting named employer for dates, position, and salary. This is a per employer search. <i>The minimum number of attempts is three (3) attempts over three (3) consecutive business days. Additional fees may be assessed if additional attempts are requested. Please review the Products and Services Description Information Matrix (PSDIM) for additional details. PSDIM is available on WebScreenSM and by request.</i>	\$6.00*

Reference Check (Professional or Personal) (007 inq.)	Reference checks go beyond the Basic Employment Verification – Edge reaches those that confirm work locations, positions, dates of employment, salary and many other key facts, such as rehire eligibility and performance. This is a per reference search and can be performed as a Professional or Personal Reference. <i>The minimum number of attempts is three (3) attempts over three (3) consecutive business days. Additional fees may be assessed if additional attempts are requested. Please review the Products and Services Description Information Matrix (PSDIM) for additional details. PSDIM is available on WebScreenSM and by request.</i>	\$8.00 ⁺
Worker's Compensation (004 inq.)	Edge provides information for job-related worker's compensation records in accordance with the American's with Disabilities Act. This is a <u>Post Offer</u> search only. This service is state and name specific. It is not available from all U.S States and U.S. Territories. Edge is currently <u>unable</u> to perform Worker's Compensations searches in the following states: AL, CA, DE, GA, ID, IN, ME, MI, MT, NC, NM, NV, NY, OR, RI, TX, WI and WV.	\$10.00 ⁺
Education Verification – Highest Degree Obtained (005 inq.)	Edge provides confirmation on educational achievement claims; contacting named institutions for dates and degree verification. This is a per institution search. <i>The minimum number of attempts is three (3) attempts over three (3) consecutive business days. Additional fees may be assessed if additional attempts are requested. Please review the Products and Services Description Information Matrix (PSDIM) for additional details. PSDIM is available on WebScreenSM and by request.</i>	\$7.00 ⁺
Global Patriot Act Report (138 inq.)	The Global Patriot Act Report service helps impede terrorists by identifying individuals linked to terrorism or classified on government watch lists, improving compliance with the Patriot Act. Search includes: OFAC Sanctioned Countries, including Major Cities & Ports, Non-Cooperative Countries and Territories, Department of State Trade Control (DTC) Debarred Parties, U.S. Bureau of Industry & Security (formerly BXA) listing Unverified Entities List/Denied Entities List/Denied Persons List, FBI Most Wanted Terrorists & Seeking Information, FBI Top Ten Most Wanted, INTERPOL Most Wanted List, Bank of England Sanctions List, OSFI – Canadian Sanctions List, United Nations Consolidated Sanctions List, Politically Exposed Persons List, European Union Terrorism List, World Bank Ineligible Firms, FinCEN 311 List, Palestinian Legislative Council List	\$10.00
Administration & Account Set-Up	This is a <u>one-time</u> account set up fee. It covers processing and administration necessary to open an account with Edge.	\$75.00

+Note: this indicates that these types of searches may encounter mandatory access fees from the record holders. In the event such a fee is imposed, Edge must pass such fees through to the requesting agency/end-user. Drug Testing – Collection Sites that are out of network or are unapproved will incur additional collection fees.

++ Note: The Multi-state Criminal and National Sex Offender search is an index based search. Should a record be discovered, Edge will process a verification of such listing at the court of reporting origin. Verification of "formerly known as" or "also known as" names will incur additional charges.