

212



**Company Information**

Company Name: Montague County

Address: PO Box 186 Phone: 940-894-2161 Fax: 940-894-3110

City: Montague State: TX Zip: 76251 Tax ID Number: 75-6001078

**Contact Information:**

The Designated Employer Representative (DER) is the person in charge of the drug testing program who can receive testing results from DATCS. We suggest adding an alternate contact person for when the DER is unavailable.

Adding or removing other representatives must be made in writing on your company letterhead or a DATCS DER Change Form. For security, to ensure we are speaking with an approved contact, we will ask for the password: **SAFETY1**.

*Providing your email address gives DATCS the authorization to send testing results via email and keep you updated on news and changes with regulations.*

Primary Contact Person (DER) Jennifer Fenoglio

Cell Phone \_\_\_\_\_ Fax 940-894-3110 Email j.fenoglio@co.montague.tx.us

Alternate Contact Person: Denise Rhoades

Cell Phone \_\_\_\_\_ Fax 940-894-3110 Email d.rhoades@co.montague.tx.us

Alternate Contact Person: B.J. Otto

Cell Phone \_\_\_\_\_ Fax 940-894-3110 Email bj.otto@co.montague.tx.us

**Receiving Test Results:**

Results will be sent to the DER's email, secure fax or can be accessed through our web page. Regulations require all results be transmitted securely. **For positive results, a direct call will be made to the DER if available.**

How do you want results sent to the Primary DER?

Fax  Email  Website Username Fenoglioj Password for Email & Web \_\_\_\_\_

How do you want results sent to the Alternate Contact?

Fax  Email  Website Username Rhoadesd Password for Email & Web \_\_\_\_\_

Fax  Email  Website Username Ottobj Password for Email & Web \_\_\_\_\_

User name and password are used to access to webpage resulting and personnel updates for deletions. (Special characters are not supported, please use letters and/or numbers only.)

**Billing and Payment Information:**

Billing Contact: Jennifer Fenoglio

Address: PO Box 186 Phone: 940-894-2161 Fax: 940-894-3110

City: Montague State: TX Zip: 76251

Email for Invoices j.fenoglio@co.montague.tx.us

Preferred Method for Invoices: \_\_\_\_\_ Mail  Email

DATCS accepts cash, company checks, and credit cards (Visa, MasterCard, Discover, and American Express).

I prefer to have payments automatically charged to a company credit card.

I prefer to have the initial fee charged to a company credit card, but not kept on file.

Name on Card: \_\_\_\_\_ Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Mailing Zip Code: \_\_\_\_\_ Security Code: \_\_\_\_\_

### Drug & Alcohol DOT Lab Fees

**DOT Drug Screen – 5 panel DOT** **\$38**

Price includes lab fees, collection at all DATCS owned sites, and signed MRO report.  
(Variable rates if collected at a 3<sup>rd</sup> party collection site)

**Non-Regulated Post Accident - 10 panel expanded opiates** **\$35**

Price includes lab fees and collection at all DATCS owned sites.  
(Variable rates if collected at a 3<sup>rd</sup> party collection site)

**Breath Alcohol Test** **\$25**

This also includes confirmation test.  
(Variable rates if collected at a 3<sup>rd</sup> party collection site)

**Refusal to Test** **\$15**

If donor decides to refuse the collection after forms have been completed (Refusal to test)

**On-Site Collection Services by DATCS Normal Business Hours: Monday - Friday are 7:00 am – 5:30 pm**

**Onsite Collection** - scheduled with 12 hours' notice within normal business hours **\$30** an hour per collector

**Emergency** - during normal business hours with no advance notice **\$50** an hour per collector

**Emergency** - before or after normal working hours with no advance notice **\$90** an hour per collector

**Mileage** (port to port) is calculated using start time and end time **Standard IRS mileage rate**

Collection hours are rounded to the nearest half hour

**Third Party Collection Site Fees**

DATCS has an agreement with Quest and Alere for collection charges not to exceed:

Quest Diagnostics-PSC (Patient Service Center) **\$15.75**

Alere and Quest Preferred Network Collection Site **\$21.25**

Independent third party collection site fees vary **\$35**

**DOT Physicals**

DATCS does not perform DOT Physicals but we can bill the physical as a pass thru charge so you can receive one invoice.

**Additional Services Requested**

## DOT Compliance Management Services

### DER Training

Provide DERs with adequate background knowledge of their responsibilities as a DER and assist with the understanding of the drug and alcohol testing regulations.

### Complete Management Services

DATCS provides drug and alcohol test record retention for DOT and Non-Regulated employees for pre-employment, random, post-accident, return-to-duty, and follow up testing.

### Random Pool Management

Our software will automatically trigger DER notification when specific donors are pulled to be tested according to the pool's criteria. Results of all tests can be emailed and are available on-line through our unique integrated software. As a DER, you can generate reports 24/7 to see whether you are meeting the compliance DOT random requirement, which is our mission and goal.

### Statistical Management Information System (MIS) Reports

DATCS compliance department will enter all drug and alcohol results into a data base including Pre-employment, random, post-accidents, reasonable suspension, return-to-duty, follow-up test and alcohol test results for preparing data for the annual MIS reports that will be mailed at the beginning of each new year. If audited by state or federal agencies, you must have these MIS reports to show that your company's drug and alcohol program is in compliance.

### Communication

A knowledgeable and friendly Compliance Specialist is always readily available to assist you with any questions or concerns that you may encounter.

### Continual Updates in Our Nationwide Collection Site Database

DATCS ONLY conducts business with Third Party Collection sites that follow drug and alcohol testing in accordance with 49 CFR Part 40 collection procedures.

### Follow Up Random Program

DATCS provides a follow-up random program that is required by DOT agencies after an employee, who had a positive result on a drug or alcohol test and completes the requirement of a Substance Abuse Programmer's (SAP) recommendations, must have a return to duty test and must be put into a follow-up random program by the guidelines of the SAP.

### DOT Policy Updates

There is no charge for updating your DOT policy purchased through DATCS.

### DOT Audit Support

DATCS will provide MIS reports and assist with the audit questions for both federal and state agencies.

### Collection Site Set Up

DATCS will coordinate collection sites nationwide for better availability and provide specimen collection supplies for testing.

### Post Accident Testing

In the event of a post-accident, DATCS will assist with locating a collection site and provide the site with information to expedite the testing process 24/7. **\*\*3RD PARTY COLLECTION FEES MAY VARY\*\***

### Federal Compliance Regulation Updates

DATCS will notify the DER of any federal agency regulation changes as they occur.

### Newsletter

An informational newsletter will be sent to the company representative on a quarterly basis. New and pertinent regulation changes, along with training and information will be addressed in each issue.

### Compliance Management Fees

**Program Enrollment Fee Includes** **\$45**

Account Set-Up for Laboratories, Collection Sites, Random Pool & Customized DER handbook.

**Consortium Fee for Owner Operators**  **Monthly \$20** or  **Annually 10% discount \$216**

**Consortium Fee per DOT Agency**  **Monthly \$30** or  **Annually 10% discount \$324**

**Additional Consortium DOT Agency**  **Monthly \$15** or  **Annually 10% discount \$162**

Billed Quarterly

Billed calendar year and pro-rated

#### DOT Agencies

**FMCSA** # of employees 35

**PHMSA** # of employees

**FAA** # of employees

**FTA** # of employees

**FRA** # of employees

**USCG** # of employees

**Owner Operator**

**\*\*\*Consortium fees do not include drug, alcohol testing or third party collection fees\*\*\***

**Audit Services per Hour** **\$30**

Submission of additional reports requested by auditors (other than the MIS report) such as National Compliance Management Service, Veriforce, Team Alert, and PAPS.

**DOT Agency Drug & Alcohol Policy per Agency** **\$150**

**Travel Kits for Random and Emergency Testing** How many do your need? **\$5**

**DOT Mandated Supervisor Training Class, call for group pricing** **\$150**

Classroom training for DOT supervisors to become certified in recognizing the signs of drug and alcohol abuse in the workplace and how to handle a reasonable suspicion.

#### Does your company need DOT Mandated Supervisor Training Class?

**Yes** If yes, please list names of supervisors

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

**No** If no, please list names of trained supervisors date or training for audit information.

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

**DOT Random Program:**

All DOT employees, unless coming directly from a DOT compliant consortium, must have a DOT pre-employment test to be placed into a random pool group.

Companies with approximately 20 or **fewer** employees will be placed in a **consortium** random pool consisting of other companies and the selections will be made on a quarterly basis.

Companies with approximately 20 or **more** employees will be placed in an **Independent** random pool consisting of only that company's employees. This independent pull may be pulled monthly or quarterly.

Frequency of **Independent** random program     Monthly     Quarterly

**Non-Regulated Testing:**

**Non-Regulated Drug Testing**

- Pre-employment
- Post-Accident
- Reasonable Suspicion
- 24/7 Emergency
- Random

**Non-Regulated Alcohol Testing**

- Pre-employment
- Post-Accident
- Reasonable Suspicion
- 24/7 Emergency
- Random

Frequency of random program                               Monthly                               Quarterly

Number or % of employees to be drug tested

Number or % of employees to be alcohol tested

Non-Regulated employees may either complete a pre-employment test or the DER can submit a spreadsheet listing the employee names and social security numbers or employee ID to be added to the random pool.

**Does your company need Background Services?**

Yes     No

**What services are you currently processing?**

- Motor Vehicle Record (MVR) Pre-employment and Annual **\*DOT Required**
- CDLIS **\*DOT Required**
- DOT Previous Employment Verification **\*DOT Required**
- DOT Past Drug Test History **\*DOT Required**
- PSP Crash History Report
- National Criminal Database (Instant)
- National Federal District Court Criminal
- County Criminal Record Search
- I-9 Electronic Document Service
- E-Verify

**Would you like DATCS to provide you more information about background screening?**

Yes     No

If your company requires DATCS to add the company as an additional insured to our general liability insurance policy, then we will invoice for the additional insurance cost. These fees will be determined by the insurance company cost.

## Master Service Agreement

Thank you for choosing Drug and Alcohol Testing Compliance Services (DATCS) to help implement your company's drug and alcohol testing program. As a member of DATCS, you will enhance on-the-job safety, ensure the health and well-being of your employees, and provide an exemplary drug-free workplace in the community. My staff and I thank you for your business and look forward to working with you to maintain a drug-free workplace.

*Connie Hagen, President*

This Master Service Agreement ("Agreement") is entered into between DATCS and the company identified below ("Company"). This Agreement provides an outline of services offered by DATCS and selected by Company, along with information concerning the manner in which services will be delivered by DATCS and paid for by Company.

Company Name:	Montague County		
Address:	PO Box 186	Phone: <u>940-894-2161</u>	Fax: <u>940-894-3110</u>
City:	Montague	State: <u>TX</u>	Zip: <u>76251</u>

### DATCS Responsibilities:

DATCS is an independent contractor that will administer a drug and alcohol screening program for the Company. All agreements and arrangements, written or unwritten, between and among employers and service agents concerning the implementation of drug and alcohol testing requirements are deemed, as a matter of law, to require compliance with all applicable provisions of 49 CFR Part 40 and Department of Transportation ("DOT") agencies' drug and alcohol testing regulations (if applicable). Under this Agreement, and unless otherwise agreed between the parties, DATCS is responsible for the following services:

1. DATCS will perform screening for Company in compliance with applicable federal and/or state law and, to the extent possible under applicable law, in compliance with Company's drug and alcohol screening program requirements.
2. DATCS can arrange for the following employee drug and/or alcohol testing services as requested in writing by Company: Pre-employment; Reasonable Suspicion; Random; Post-Accident; Return-to-Duty; Follow-Up; Company or Contractor specific, as well as background check requirements per regulation or company request. DATCS will not manipulate the random selection method in order to obtain a biased selection.
3. DATCS will provide Company with a list of approved specimen collection centers for the collection of biological specimens throughout the United States. DATCS will advise Company of any changes to the list of approved collection centers within a timely manner.
4. DATCS will utilize laboratories certified by the Department of Health and Human Services (DHHS) for the testing of biological specimens when required by Federal Testing Programs and for Non-Regulated state testing.
5. DATCS will provide a certified Medical Review Officers (MRO) contracted or employed by DATCS.
6. DATCS will maintain information regarding the status of screening in DATCS's database system and provide the transmission of these records and random notifications via facsimile, e-mail, certified mail, and/or web client portal in accordance with all applicable laws and regulations. Positive alcohol tests and refusals to test will be reported directly to the DER by the service provider.
7. DATCS will maintain records on behalf of the Company including but not limited to Employee drug and/or alcohol records, chain of custody forms (CCF) as required by law, and any supplementary forms used to facilitate the collection process.
8. DATCS will provide management information (MIS) reports to agencies as required by law or contractor. Only the information that is provided to DATCS can be included in the MIS report and Company is responsible for information that is not included.

9. DATCS will provide audit support for any state or federal agency.

**Company and/or its DER (as identified by Company) are responsible for the following under this Agreement:**

1. Responsible for providing any and all information that DATCS determines necessary to perform screening, including but not limited to updating personnel listings, addition or deletion of random pool groups, a complete list of Company locations, and whether Company is subject to federal testing laws. Company is solely responsible for the accuracy and completeness of the information provided to DATCS.
2. Responsible for the selection and identification of the Designated Employer Representative (DER) and/or alternate contacts with whom DATCS will communicate.
3. Responsibilities include, but are not limited to, updating employees in the random pool, and authorizing account changes. DER 24/7 availability for receiving positive drug and/or alcohol test results.
4. Company agrees to abide by all applicable federal, state and local laws and regulations, including but not limited to, confidentiality and reporting requirements. Violations of non-compliance may be subject to account termination for our liability.
5. Company will comply with Section 604(b)(3) of the Fair Credit Reporting Act prior to denying employment to an Employee or making any other decision for employment purposes that adversely affects Employee based in part or in whole on Background Screening Information pertaining to Employee provided to Company by DATCS.
6. Company agrees to make all determinations as to whether subject individuals should be tested on a "reasonable cause/suspicion" or "post-accident" basis, and Company shall indemnify and defend DATCS and its employees and agents against any and all claims, proceedings, or damages arising out of such determination.
7. Company is responsible for maintaining the security and confidentiality of the transmission of drug and/or alcohol test results.
8. Company is responsible for submitting Substance Abuse Professional (SAP) reports to DATCS to assist in the completion of the Company's employee assistance program (EAP).
9. If this Agreement is terminated for any reason, Company assumes full responsibility for administration of its corporate and/or federally mandated drug and alcohol testing programs immediately upon termination of this Agreement, including but not limited to: (i) reporting, (ii) records maintenance; and (iii) ensuring confidentiality and security of any information after the termination date. DATCS will provide Company with any information pertaining to the Company and within the possession of DATCS necessary for this transfer of responsibility.
10. Company shall use any information derived from the screening ("information") records in accordance with applicable law and for the sole purpose of evaluating a current or prospective employee's employment, promotion, reassignment or retention. Company shall treat any information concerning employee as proprietary and confidential, and shall not disclose the information to any other individual, entity, or third-party, except as required by applicable law or in accordance with a court order.
11. Company is solely responsible, once notified by DATCS of randomly selected employees, for completing the random selection during the designated time. The DER is responsible for notifying DATCS of the reason an employee does not complete their random drug and/or alcohol test for the purpose of federal audits.

**General Terms and Conditions:** The following general terms and conditions shall govern the parties' relationship during the term of this Agreement.

1. **Services to be provided.** DATCS agrees to provide services to Company as indicated above ("Services"), pursuant to the general terms and conditions expressed herein, including all applicable addenda, pursuant to the terms and conditions of this Agreement.
2. **Term of Agreement.** This Agreement shall be effective from the date it is signed by Company and accepted by DATCS for a period of twelve (12) months. This Agreement will automatically renew after its initial term for an additional one-year terms unless either party terminates the Agreement pursuant to the Termination provisions provided herein.

3. **Coordination of Activities.** DATCS will coordinate Services and communication first through Company's primary contact, as designated. If Company's primary contact is unavailable, DATCS may coordinate Services and communications through the secondary contact. Company shall notify DATCS in writing of any changes to the contact designations within five (5) business days of such change.
4. **Indemnification.** DATCS is an independent contractor hired by Company solely to administer the services requested by Company and described in this Agreement. Company agrees to indemnify, defend, and hold harmless DATCS, its officers, directors, affiliates, agents, and employees ("DATCS indemnified parties") from, and pay any and all damages directly or indirectly resulting from, relating to, arising out of or attributable to, any action or omission on the part of company, its agents, employees, and/or potential employees. DATCS agrees to indemnify, defend, and hold harmless company, its officers, directors, affiliates, agents and employees ("company indemnified parties") from, and pay any and all damages directly or indirectly resulting from, relating to, arising out of, or attributable to, any action or omission on the part of DATCS, its agents and/or employees. "Damages" means all damages (including incidental and consequential damages), losses, liabilities, payments, amounts paid in settlement, obligations, fines, interests, assessments, penalties, costs (including reasonable fees and expenses of outside attorneys, accountants, other professional advisors and expert witnesses, and internal costs) of investigation, preparation, and litigation in connection with any action or threatened action, and other costs and expenses of any kind or nature whatsoever whether known or unknown, contingent or vested, matured or un-matured, and whether or not resulting from third-party claims. DATCS and company shall use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the services.
5. **Pricing & Payment Schedule.** Pricing for all Services shall be in accordance with the fee schedule attached in the appropriate addendums (the "Fee Schedule"). The Fee Schedule may be modified by DATCS by providing thirty (30) days written notice to Company of such modification. All fees due and payable under this Agreement in connection with Services provided by DATCS to Company shall be paid to DATCS by Company as billed and within fifteen (15) days of receipt by Company of an invoice from DATCS.
6. **Termination of Agreement.** This Agreement may be terminated by either party by providing at least thirty (30) days written notice to the other party of such termination prior to the expiration of the then current term of this Agreement. If Company desires to terminate this Agreement, Company agrees that it will pay DATCS for all Services provided to Company prior to termination of this Agreement.
7. **Intellectual Property.** The Parties acknowledge that trademarks, trade names, service marks, copyrights, programs, software (including but not limited to source code and scripts), techniques, enhancements, documentation, business models, pictures, audio, multi-media materials, manuals, ideas, or formulas provided or utilized by DATCS, or developed by DATCS, or its providers ("Intellectual Property Rights") shall remain the sole and exclusive property of DATCS or its providers. Nothing in this Agreement grants to Company the use, ownership, or display of the Intellectual Property Rights without DATCS's prior written consent to each such instance. This provision shall survive the termination of this Agreement.
- a. **Miscellaneous.**
  - a. This Agreement will be construed under the laws of the state where the collection is made, except where preempted by federal law.
  - b. Each party agrees to comply with all applicable state and local laws, and agrees to use reasonable efforts to inform the other party of any state or local laws that could affect that party's performance under this Agreement.
  - c. DATCS shall not be liable to Company for failure or delay in performance that results from, or is due to, directly or indirectly, and in whole or part, any cause or circumstances beyond the reasonable control of DATCS.
  - d. This Agreement, including, without limitation, the indemnification provisions, shall inure to and bind the permitted successors and assignees of the parties. Neither Company nor DATCS shall assign or transfer this Agreement without the prior written approval of the other party.
  - e. Nothing herein shall be construed as limiting DATCS's rights to subcontract or outsource services.
  - f. In the event any portion of this Agreement shall be determined to be invalid or unenforceable, that portion will be null and void, and the remainder of this Agreement will continue to be valid and enforceable to the extent permitted by applicable law. No term or provision shall be deemed waived and no breach



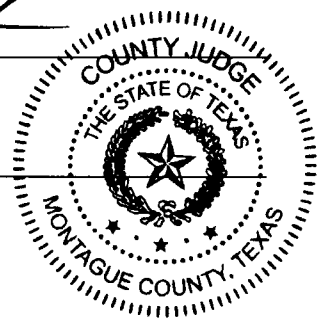
excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

- g. This Agreement constitutes the entire agreement between the parties and it supersedes all other Agreements and representations, oral or written, expressed or implied. Except for changes to the Fee Schedule as provided herein, no modification or amendment of this Agreement shall be enforceable unless in writing and executed by the parties.
- h. Notwithstanding any other provisions in this Agreement, the obligations, rights and remedies for all indemnity, limitation of liability, and confidentiality obligations set forth in this Agreement shall survive the termination or expiration of this Agreement.
- i. This Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by both parties, and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement.
- j. The parties understand that this Agreement is for the sole benefit of DATCS and Company, and no third party shall be deemed a "third-party beneficiary" of this Agreement.
- k. If either party retains an attorney to enforce the provisions of this Agreement, the party prevailing in litigation is entitled to recover its attorney fees and court costs.
- l. Except where specified herein to the contrary with regard to delivery of the Services, all notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, sent by certified mail, return receipt requested, electronic mail (with proof of delivery), facsimile, or delivered by recognized expedited delivery services, addressed at the addresses provided above for the Company and DATCS. Either party may change its address by providing notice of such change in the same manner.
- m. The parties represent and warrant that the persons executing this Agreement on behalf of DATCS and Company are officers of said parties and are duly authorized to execute this Agreement on behalf of the parties.

Your signature below authorizes DATCS to commence activities for your company, including permission to receive all test results on your behalf.

Drug and Alcohol Testing Compliance Services  
 \_\_\_\_\_  
 Kristian Hudson  
 \_\_\_\_\_  
 DATCS Representative  
 \_\_\_\_\_  
 Date

Montague County  
 \_\_\_\_\_  
 Company Name  
 \_\_\_\_\_  
 Company Representative Signature  
 \_\_\_\_\_  
 Date 10/12/2020



## BACKGROUND SERVICES ACCOUNT APPLICATION

Company Name Montague County

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Address PO Box 186 Phone 940-894-2161 Fax \_\_\_\_\_

City Montague State TX Zip 76251 Tax ID Number 75-6001078

Type of Ownership  Sole Proprietor  Partnership  Corporation  LLC  Nonprofit

Years in Business \_\_\_\_\_ Owners Name \_\_\_\_\_

Type of Business Governmental Agency Specific Use of Background Pre-employment Screening

**To comply with the Fair Credit Reporting Act, we are REQUIRED to have the following documents on file:**

1. Copy of Articles of incorporation (Preferred) or current business license.
2. Copy of a Check or deposit slip from Business Checking Account.
3. Copy of an invoice from two (2) business references you are currently doing business with.

Please send these documents with your completed application. In the event you order credit reports from us you will be required to undergo a physical site inspection from a third party.

**Contact Information, Receiving Reports and Type of Access:**

The DER in charge of your background services will require a **separate user name** from our drug testing results.

Reports will be sent to the DER's secure fax or a link will be emailed to access the profile from our web page. Regulations require all results be transmitted securely.

**To save money** we recommend our customers to enter their own background profiles, we charge an additional \$2.50 per profile for data entry. Another cost saving method is to order a background after the pre-employment drug screen is negative. Our software is user friendly and is customized to your specific needs.

**Primary Contact Person (DER)** Jennifer Fenoglio

Cell Phone 940-531-2052 Fax 940-894-3110 Email j.fenoglio@co.montague.tx.us

How do you want results sent to the Primary DER?

Fax  Email Link to website Username JFenoglio8753

What type of access will you need?

Enter Profiles  Receives Background Check  Receives Invoice

**Alternate Contact Person (DER)** Denise Rhoades

Cell Phone \_\_\_\_\_ Fax 940-894-3110 Email d.rhoades@co.montague.tx.us

How do you want results sent to the Alternate Contact?

Fax  Email Link to Website Username DRhoades8785

What type of access will the Alternate need?

Enter Profiles  Receives Background Check  Receives Invoice

**2<sup>nd</sup> Alternate Contact Person (DER)** B.J. Otto

Cell Phone \_\_\_\_\_ Fax 940-894-3110 Email bj.otto@co.montague.tx.us

How do you want results sent to the Alternate Contact?

Fax  Email Link to Website Username BJOtto7928

What type of access will the Alternate need?

Enter Profiles  Receives Background Check  Receives Invoice

Adding or removing other representatives must be made in writing on your company letterhead or a DATCS DER Change Form. For security, to ensure we are speaking with an approved contact, we will ask for the password:

**SAFETY1**

**Billing and Payment Information**

The method of invoicing for your background services can be the same as your drug testing services or a credit card on file can automatically charge when profiles are completed. If not, just complete the blanks below.

Check box to use the same billing information for drug & alcohol testing invoices

Billing Contact: Jennifer Fenoglio  
Address: PO Box 186 Phone: 940-894-2161 Fax: \_\_\_\_\_  
City: Montague State: TX Zip: 76251  
Email for Invoices j.fenoglio@co.montague.tx.us  
Preferred Method for Invoices: Mail  Email  j.fenoglio@co.montague.tx.us

DATCS accepts cash, company checks, and credit cards (Visa, MasterCard, Discover, and American Express).  
I prefer to have payments automatically charged to a company credit card.

Name on Card: \_\_\_\_\_ Card Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Mailing Zip Code: \_\_\_\_\_ Security Code: \_\_\_\_\_

Please remit all payments to our corporate office in Longview, Texas:

Drug & Alcohol Testing Compliance Services  
P.O. Box 5819  
Longview, TX 75608

## AGREEMENT FOR SERVICE

The undersigned (hereinafter referred to as "Applicant") desires to use the services of DATCS (hereinafter referred to as "DATCS") at regular service charges upon the basis outlined below:

1. Applicant will purchase and DATCS will provide reports in accordance with the services described in the attached "Drug & Alcohol Testing Fees" (Fee Schedule) for each product described in the Background Services section. ("Fee Schedule") entered into between Applicant and DATCS under this Agreement ("Services"). Applicant agrees to comply with all the provisions of the Fair Credit Reporting Act, as amended, and all other applicable statutes, federal and state. Applicant hereby certifies that it has reviewed and understands its duties under the FCRA and will comply with such regulations. *(For a complete understanding of FCRA requirements, please find a complete copy of the FCRA by visiting our website at <https://DATCS.com/compliance-resources/compliance-resource-library/>. Applicant acknowledges receipt of the Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act attached as Exhibit D. Applicant understands that under the Fair Credit Reporting Act any person who knowingly and willfully obtains credit information from a consumer-reporting agency under false pretenses is subject to a fine or imprisonment, or both.*
2. Applicant certifies that the information contained in the Services provided by DATCS will be used only for the following permissible purpose, as indicated below, and that it will not use the information contained in the reports for any other purpose:
  - For employment and/or volunteer purposes, including evaluating a consumer for employment, promotion, reassignment or retention as an employee and/or volunteer (FCRA § 604(a) (3) (B)).
  - In accordance with the written instructions of the consumer to whom it relates. (FCRA § 604(a) (2)).
  - For a legitimate business need for the information, in connection with a business transaction that is initiated by the consumer, such as for the purpose of tenant screening. (FCRA § 604(a) (3) (F) (i)).
  - For use by a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing credit obligation. (FCRA § 604(a) (3) (E)).
3. Applicant certifies that if the Services Applicant is obtaining from DATCS are used for an employment purpose, then prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, Applicant shall deliver a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a) (1) of the FCRA, as well as any applicable state or local laws. The Applicant shall obtain the consumer's written authorization to procure the report. Applicant shall maintain the signed authorization form for a period of six (6) years.
4. Applicant certifies that it does not use information contained in the Services to discriminate unlawfully against consumer or otherwise misuse the information, as provided by any applicable federal or state equal opportunity laws or regulations. Applicant understands it is responsible for its own regulatory compliance and staying current with the applicable laws involved in the use of the Services.
5. If applicable, Applicant shall follow prescribed pre-adverse action procedures as prescribed in the FCRA and applicable state laws. This includes the requirement to provide a consumer with a copy of the Report and *A Summary of Your Rights under the Fair Credit Reporting Act* as shown on Exhibit F before taking any adverse action against the consumer, based in whole or in part, on the Services provided by DATCS. If Applicant actually takes adverse action then after the appropriate waiting period, Applicant will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Sections 604 and 615 of the FCRA.
6. Applicant shall hold the Services in strict confidence and all information contained within the Services will be treated as Confidential Information. The Services shall be requested by, and disclosed by Applicant only to Applicant's designated and authorized employees having a need to know and only to the extent necessary to enable Applicant to use the Services in accordance with this Agreement. Applicant shall ensure that such designated and authorized employees shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.

7. If the Services include motor vehicle information ("MVRs"), Applicant shall comply with all applicable state and federal laws regarding the use of the in compliance with the Driver's Privacy Protection Act ("DPPA") and shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states ("Specific State Forms") from which it will order MVRs. Applicant certifies that it has filed all applicable Specific State Forms required by individual states.
8. Applicant certifies that it shall use reports obtained from the credit bureaus: (a) solely for the certified use(s); and (b) solely for their exclusive one-time use. Applicant shall not request, obtain or use the credit bureau information or personal credit reports 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 Applicant's own data, or otherwise in any service which is derived from the reports. Applicant represents it is not a private detective agency, investigative company, bail bondsman, credit or financial counselling firm, 'credit repair clinic' or a similar organization.
9. Applicant hereby certifies that, under the Investigative consumer reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the Applicant is located in the State of California, and/or the Applicant's request for and/or use of Services pertains to a California resident or worker, Applicant will do the following:
  - (i) When, at any time, Services are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, abide by the requirements of ICRA Section 1786.16(a) – (b).
10. DATCS shall not be liable in any manner whatsoever for any loss or injury incurred by Applicant or Applicant's employee or prospective employee as a result of the obtaining or furnishing of such information or the Services. Applicant recognizes that the information is secured by and through fallible human sources and DATCS does not guarantee the accuracy of such information. Applicant agrees to indemnify and hold harmless DATCS from and against any loss, claim, damage or expense of any nature, including attorney's fees in its use of the information or the Services obtained hereunder.
11. Applicant acknowledges and agrees that any background screening criteria embodied in the Services have been developed, established and approved by Applicant. DATCS will bear no responsibility for establishing such background screening criteria or making any decisions based on such criteria.
12. Applicant understands and agrees that, in order to ensure compliance with applicable laws, regulations or rules, including regulatory agency requirements, obligations under its contracts with its data providers, DATCS, or its designee, may conduct periodic reviews of applicant's use of the Services and may, upon reasonable notice and during regular business hours, audit Applicant's records, processes and procedures related to Applicant's use, storage and disposal of the Services.
13. Applicant has received and agrees to pricing established on Pricing Schedule- Exhibit A. Applicant will be notified fifteen (15) days in advance of any necessity to change/update the pricing schedule. Applicant's officer signing below personally guarantees payment for services rendered. All legal, collection, and court costs incurred for collection of past due amounts, will be added to the outstanding balance.
14. Applicant agrees to terms of payment net thirty (30) days. As a courtesy, DATCS will provide summary billing for the month previous on the first of each month. Payments are due by the tenth of the month and subject to, at the discretion of DATCS, a late charge of one and one half (1 ½) percent per month, eighteen percent per annum interest charge.
15. Applicant shall properly dispose of the information contained within the Services in a manner which will protect against unauthorized access or use thereof or any actions that would otherwise jeopardize the confidentiality of consumers' personal identification information ("PII") contained in the Services. This means having policies and procedures in place that require the burning, pulverizing, or shredding of papers containing personal information so that the information cannot practically be read or reconstructed. If such information is in electronic format, this includes having policies and procedures in place to destroy or erase such personal information so it cannot practically be read or reconstructed.

16. The term of this Agreement shall be for a term of two (2) years and shall automatically renew if not terminated by either party. DATCS can immediately terminate this Agreement with just cause, such as delinquency or violation of the terms of this contract or a legal requirement, a material change in existing legal requirements which adversely affects this agreement, or by request of a data provider, may, upon its election, discontinue serving the Applicant and cancel this Agreement immediately.
17. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representative, heirs, successors and assigns.
18. If any part of this Agreement is found invalid or unenforceable, that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain fully in force.
19. Applicant further acknowledges that DATCS is not legal counsel and does not provide legal advice. It is important that Applicant obtain and work closely with their own legal counsel to ensure that their overall screening program, including the use of the Services, complies with all applicable state and federal laws.
20. In connection with extending credit to applicant, DATCS is authorized to obtain personal credit information on the Applicant and the officer signing below.

#### **Table of Exhibits**

- Exhibit A: *Fee Schedule*
- Exhibit B: *Access Security Requirements*
- Exhibit C: *Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act*
- Exhibit D: *Summary of Your Rights under the Fair Credit Reporting Act*
- Exhibit E: *Vermont Fair Credit Reporting Contract Certification **(Signature Required)***
- Exhibit F: *Pre-Adverse Action Notice Example*
- Exhibit G: *Verification Disclosure*

**Exhibit A: Fee Schedule**

**DOT Required Background Checks**

<input type="checkbox"/>	<b>MVR (pre-employment &amp; annual) *plus state fee</b>	<b>\$6</b>
	Motor vehicle driving record for a specific state, subject to additional state fee.	
<input type="checkbox"/>	<b>CDLIS</b>	<b>\$12</b>
	Commercial Driving License Information System Check (CDLIS), to verify current driver's license and additional states where a driving record should be requested. Average turnaround is same day.	
<input type="checkbox"/>	<b>DOT Previous Employment Verification</b>	<b>\$15</b>
	Verification of the last 3 years of DOT regulated employment, 1 employer	
<input type="checkbox"/>	<b>DOT Past Drug Test History</b>	<b>\$15</b>
	Verification of the last 3 years of DOT positive drug tests and any breath alcohol of 0.04, 1 employer	
<input type="checkbox"/>	<b>Additional Previous Employment and Safety History Verification</b>	<b>\$15</b>

**DOT Additional Bundles and Services**

<input checked="" type="checkbox"/>	<b>FMCSA Package I *plus state fee</b>	<b>\$45</b>
	MVR, CDLIS, DOT 1 previous employment verification & 1 past drug test history *additional fees not included employment and safety verifications \$10.00 each additional* MVR state fee varies by state*	
<input type="checkbox"/>	<b>FMCSA Package II *plus state fee</b>	<b>\$55</b>
	MVR, CDLIS, instant criminal background, 1 previous DOT employment verification & 1 past drug test history *additional employment and safety verifications \$10.00 each* MVR state fee varies by state*	
<input type="checkbox"/>	<b>FMCSA Package III *plus state fee</b>	<b>\$65</b>
	MVR, CDLIS, instant & federal district court criminal background, 1 previous DOT employment verification & 1 past drug test history *additional employment and safety verifications \$10.00 each* MVR state fee varies by state*	
<input type="checkbox"/>	<b>PHMSA Verification</b>	<b>\$15</b>
	Verification of the last 2 years of DOT positive drug tests and any breath alcohol of 0.04, 1 previous safety verification *additional safety verifications \$10.00 each*	
<input type="checkbox"/>	<b>Pre-Employment Screening Program (PSP)</b>	<b>\$20</b>
	PSP contains 5 years, commercial driver's crash data & 3 years of roadside inspection data from the FMSCA MCMIS database.	

**Background Screening Services**

<input type="checkbox"/>	<b>Motor Vehicle Record (MVR) Pre-employment and Annual *plus state fee</b>	<b>\$6</b>
	Driver records available in all states. These reports can include records of minor traffic violation up to felony and DUI's.	
<input type="checkbox"/>	<b>National Criminal Database (Instant)</b>	<b>\$10</b>
	InstaCriminal Check is a check of our proprietary database, search of multiple criminal record sources, including Federal Fugitive files, state and county criminal record repositories, prison parole and release files, sex offender and records from other state agencies and social security number trace. <u>This search cannot be used to make a hiring decision unless a County Criminal Search is processed when there is negative information on a report.</u> *county court fee may apply*	
<input type="checkbox"/>	<b>County Criminal Record Search</b>	<b>\$15</b>
	A search of local county court records provides the latest, most up to date records and disposition available.	
<input type="checkbox"/>	<b>National Federal District Court Criminal</b>	<b>\$18</b>
	Records at the federal level may uncover potentially important criminal information that was not prosecuted or recorded at the county or state level. Primary causes of action include securities and tax law violations, immigration, weapons, interstate drug crimes and civil rights violations. A single jurisdiction is a search of one specific FEDERAL jurisdiction by district.	
<input type="checkbox"/>	<b>Instant Package</b>	<b>\$22</b>
	InstaCriminal Check is a check of our proprietary database, and is a comprehensive search of multiple criminal record sources, including Federal Fugitive files, state and county criminal record repositories, prison parole and release files, sex offender and records from other state agencies. One County Criminal Search *if multiple counties additional county court fee may apply*	
<input type="checkbox"/>	<b>Comprehensive Package</b>	<b>\$30</b>
	National Criminal Database, National Federal District and One County Criminal Search *if multiple counties additional county court fee may apply*	
<input type="checkbox"/>	<b>Premium Package</b>	<b>\$45</b>
	MVR, National Criminal Database, National Federal District, and One County Criminal Record Search *if multiple counties additional county court fee may apply**plus state fee*	
<input type="checkbox"/>	<b>Education Verification</b>	<b>\$15</b>
	Verification of 1 degree	
<input type="checkbox"/>	<b>Employment Verification</b>	<b>\$15</b>
	Verification of employer	
<input type="checkbox"/>	<b>I-9 Electronic Document Management</b>	<b>\$10</b>
	Paperless Form I-9 with safe & secure document storage and remote employee accessibility.	
<input type="checkbox"/>	<b>E-Verify (INS/SSA DHS Identity Check)</b>	<b>\$7</b>
	INS verification that absolutely verifies an individual's social security number and his/her right to work in the US.	

<input type="checkbox"/>	<b>OIG Medicaid Sanctions Level 1</b> National search of individuals or employers in the health care industry who have had sanctions brought against the by the OIG	<b>\$6</b>
<input type="checkbox"/>	<b>OIG LEIE plus Level 2</b> Federal search of individuals or employers in the health care industry who have had sanctions brought against them by the OIG	<b>\$8</b>
<input type="checkbox"/>	<b>OIG LEIE plus Level 3</b> Federal and State search of individuals or employers in the health care industry who have had sanctions brought against them by the OIG	<b>\$10</b>
<input type="checkbox"/>	<b>Residence Eviction Enhanced Plus Search</b> Instant Eviction Records Search for Landlords. Eviction records do not show up on a credit reports.	<b>\$15</b>
<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<b>Data Entry</b> DATCS client service representative's fee to enter profiles for DER's	<b>\$2.50</b>

## Exhibit B: Access Security Requirements

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. The credit reporting agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security.

In accessing the credit reporting agency's services, you agree to follow these security requirements:

### 1. Implement Strong Access Control Measures

- 1.1. Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
- 1.2. Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3. You must request your Subscriber Code password be changed immediately when:
  - If any system access software is replaced by system access software or is no longer used;
  - If the hardware on which the software resides is upgraded, changed or disposed of
- 1.4. Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5. Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6. Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7. Keep user passwords Confidential.
- 1.8. Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10. Active logins to credit information systems must be configured with a 30-minute inactive session, timeout.
- 1.11. Restrict the number of key personnel who have access to credit information.
- 1.12. Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13. Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14. Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.



- 1.15. After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- 1.16. Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

## **2. Maintain a Vulnerability Management Program**

- 2.1. Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2. Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3. Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4. Implement & follow current best security practices for computer anti-Spyware scanning services & procedures:
  - Use, implement and maintain a current, commercially available computer anti-spyware scanning product on all computers, systems and networks.
  - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
  - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
  - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti- Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-spyware scans be completed more frequently than weekly.

## **3. Protect Data**

- 3.1. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2. All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4. Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5. Only open email attachments and links from trusted sources and after verifying legitimacy.

## **4. Maintain an Information Security Policy**

- 4.1. Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2. Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3. The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4. Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

## **5. Build and Maintain a Secure Network**

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

- using industry best security practices.
- 5.2. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
  - 5.3. Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
  - 5.4. Any standalone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
  - 5.5. Encrypt Wireless access points with a minimum of WEP 128-bit encryption, WPA encryption where available.
  - 5.6. Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

## 6. Regularly Monitor and Test Networks

- 6.1. Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2. Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
  - Protecting against intrusions;
  - securing the computer systems and network devices;
  - and protecting against intrusions of operating systems or software.

## Glossary for Access Security Requirements

**Computer Virus:** A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.

**Confidential:** Very sensitive information. Disclosure could adversely impact our company.

**Encryption:** Encryption is the process of obscuring information to make it unreadable without special knowledge.

**Firewall:** In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.

**Information Lifecycle:** (Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.

**IP Address:** A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or another network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.

**Peer-to-Peer:** A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.

**Router:** A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.

**Spyware:** Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.

**SSID:** Part of the Wi-Fi Wireless LAN, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.

**Subscriber Code:** Your seven-digit credit reporting agency account number.

**WEP Encryption** (Wired Equivalent Privacy) a part of the wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.

**WPA:** (Wi-Fi Protected Access) A part of the wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static as in WEP (key is constantly changing and thus more difficult to break than WEP).

**All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

## **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

#### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. 604(a)(3)(E))
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)
- In addition, creditors and insurers may obtain certain consumer report information for the
- Purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The
- Particular obligations of users of "prescreened" information are described in Section VII below.

#### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

#### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business,

credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

### **1. Adverse Actions Based on Information Obtained from a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

### **2. Adverse Actions Based on Information Obtained from Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b) (1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

### **3. Adverse Actions Based on Information Obtained from Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b) (2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

### **D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A (h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

### **E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators.

**The Consumer Financial Protection Bureau regulations will be available at:**

**[www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/)**

## **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

## **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g) (1) (D) ("Notice to the Home Loan Applicant").

## **III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

### **A. Employment Other Than in the Trucking Industry**

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (Other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b) (2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

### **B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

## **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

- Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers

who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

## **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

## **VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as “prescreening” and typically involves obtaining a list of consumers from a CRA who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

## VIII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

- Section 607(e) requires any person who obtains a consumer report for resale to take the following steps: Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - 1) The identify of all end-users;
  - 2) Certifications from all users of each purpose for which reports will be used; and
  - 3) Certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

### B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

### C. Fraud Alerts and Resellers

Section 605A (f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

### Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 610	15 U.S.C. 1681h	Section 620	15 U.S.C. 1681r
Section 603	15 U.S.C. 1681a	Section 611	15 U.S.C. 1681i	Section 621	15 U.S.C. 1681s
Section 604	15 U.S.C. 1681b	Section 612	15 U.S.C. 1681j	Section 622	15 U.S.C. 1681s-1
Section 605	15 U.S.C. 1681c	Section 613	15 U.S.C. 1681k	Section 623	15 U.S.C. 1681s-2
Section 605A	15 U.S.C. 1681c-A	Section 614	15 U.S.C. 1681l	Section 624	15 U.S.C. 1681t
Section 605B	15 U.S.C. 1681c-B	Section 615	15 U.S.C. 1681m	Section 625	15 U.S.C. 1681u
Section 606	15 U.S.C. 1681d	Section 616	15 U.S.C. 1681n	Section 626	15 U.S.C. 1681v
Section 607	15 U.S.C. 1681e	Section 617	15 U.S.C. 1681o	Section 627	15 U.S.C. 1681w
Section 608	15 U.S.C. 1681f	Section 618	15 U.S.C. 1681p	Section 628	15 U.S.C. 1681x
Section 609	15 U.S.C. 1681g	Section 619	15 U.S.C. 1681q	Section 629	15U.S.C.1681y

**Exhibit D: Summary of Your Rights under the Fair Credit Reporting Act**

**A Summary of Your Rights Under the Fair Credit Reporting Act**

The Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – the creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - A person has taken adverse action against you because of information in your credit Report;
  - You are the victim of identity theft and place a fraud alert in your file;
  - Your file contains inaccurate information as a result of fraud;
  - You are on public assistance;
  - You are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your creditworthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify:
  - **Information in your file that is incomplete or inaccurate**, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous.
    - See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.



- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit)
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

**TYPE OF BUSINESS & CONTACT:**

<p>Consumer reporting agencies, creditors and others not listed below:  <b>Consumer Financial Protection Bureau</b>  <b>1700 G Street N.W.</b>  <b>Washington, DC 20006 855-411-2372</b></p>	<p>Federal credit unions (words "Federal Credit Union" appear in Institution's name)  <b>National Credit Union Administration</b>  <b>1775 Duke Street</b>  <b>Alexandria, VA 22314 703-519-4600</b></p>
<p>National banks, federal branches/agencies of foreign banks (Word "National" or initials "N.A." appear in or after bank's name):  <b>Office of the Comptroller of the Currency</b>  <b>Compliance Management, Mail Stop 6-6</b>  <b>Washington, DC 20219 800-613-6743</b></p>	<p>State-chartered banks that are not members of the Federal Reserve System  <b>Federal Deposit Insurance Corporation</b>  <b>Consumer Response Center,</b>  <b>2345 Grand Avenue, Suite 100</b>  <b>Kansas City, Missouri 64108-2638 1-877-275-3342</b></p>
<p>Federal Reserve System member banks (except national banks, and Federal branches/agencies of foreign banks)  <b>Federal Reserve Board</b>  <b>Division of Consumer &amp; Community Affairs</b>  <b>Washington, DC 20551 202-452-3693</b></p>	<p>Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission  <b>Department of Transportation,</b>  <b>Office of Financial Management</b>  <b>Washington, DC 20590 202-366-1306</b></p>
<p>Savings associations and federally chartered savings banks (Word "Federal" or initials "F.S.B." appear in federal institution's name)  <b>Office of Thrift Supervision</b>  <b>Consumer Complaints</b>  <b>Washington, DC 20552 800-842-6929</b></p>	<p>Activities subject to the Packers and Stockyards Act, 1921  Department of Agriculture  <b>Office of Deputy Administrator - GIPSA</b>  <b>Washington, DC 20250 202-720-7051</b></p>

**Exhibit E: Vermont Fair Credit Reporting Contract Certification (Please Complete and sign)**

The undersigned, Montague County ("Subscriber"), acknowledges that it subscribes to receive various information services from "DATCS", in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts.

In connection with Subscriber's continued use of "DATCS's" information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order Montague County Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from "DATCS".

Subscriber:		Compliance officer or Person Responsible for Credit Reporting Compliance	
Signed By:		Printed Name:	Jennifer Fenoglio
Printed Name:		Title:	Montague County Treasurer
Title:		Mailing Address:	PO Box 186
Account Number:		City:	Montague
Date:		State:	TX
		Zip:	76251
		E-Mail Address	j.fenoglio@co.montague.tx.us
		Phone	940-894-2161
		Fax:	

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

1. A person shall not obtain the credit report of a consumer unless:
  - a. the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
  - b. the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
2. Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
3. Nothing in this section shall be construed to affect:
  - a. the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
  - b. the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Consumer Financial Protection Bureau.

**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\***

**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL SUB-AGENCY 031. CONSUMER PROTECTION DIVISION  
CHAPTER 012. Consumer Fraud--Fair Credit Reporting RULE CF 112 FAIR CREDIT REPORTING  
CVR 06-031-012, CF 112.03 (1999) CF 112.03 CONSUMER CONSENT**

- 1) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- 2) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- 3) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent

**Exhibit F: Adverse Action Notice Letter**

**ADVERSE ACTION NOTICE**

Your Company  
Your address  
Your City, St and Zip  
Your phone number

**CONFIDENTIAL TO BE OPENED BY ADDRESSEE ONLY**

Applicant name  
Applicant address  
Applicant City, St and Zip

January 16, 2004

Dear JONOTHAN CONSUMER,

This letter is to inform you that an offer of employment will not be made at this time. This decision was based in whole or in part, on the information provided us in a Consumer Report or Investigative Consumer Report. The report was prepared pursuant to an authorization signed by you at the time of application. Further, you received a copy of your consumer report and a summary of your rights under the Fair Credit Reporting Act.

The consumer report was used only for employment purposes and prepared for us by the consumer-reporting agency whose mailing address and phone number are listed below:

PeopleTrail  
1214 WILMINGTON AVE 100-F SALT  
LAKE CITY, UT 84106  
Voice: 801-484-3399 Fax: 801-484-3398

DATCS did not make the decision to take any action on your employment application, and is unable to provide you with specific reason(s) for not extending an offer of employment.

You may, upon providing proper identification, request another free copy of the report and may dispute with the consumer reporting agency the completeness or accuracy of any information in the report within 60 days of receipt of this notice with DATCS.

Sincerely,

123 TEST COMPANY

Phone 801-463-0100 \* Fax 801-463-6616

**Exhibit F: Verification Disclosure- Only applicable if client plans to order verifications**

**General Practices**

DATCS has general operating procedures for verifications, however we pride ourselves on flexibility in order to best service our customers. We often alter our practices to produce the most useful and timely information possible for our unique clientele. Any alterations in verification practices from this document will be done on an individual client basis and mutually agreed upon between DATCS and the client in question before its institution. Our general verification practices are as follows:

**Cost/Fees**

Charges for verifications will be quoted by client's sales representative before a contract for service is signed. All access fees and third party verification fees incurred will be passed on to client. Third parties are used only when direct means of obtaining are not possible. For instance, the National Student Clearinghouse is the only resource for many schools to provide their education verification information. Aside from unique situations such as this, all verifications are conducted personally by DATCS employees from our corporate office.

**Verification Attempts**

DATCS does not close out files after (X) amount of attempts unless client requests such a practice. It would then be individually determined what constitutes an attempt. DATCS strives to complete verifications with the needed information without consideration of attempts. Generally, calls to do so will be made at least once every business day. Phone attempts may also be supplemented with email attempts. Only if insurmountable barriers arise will DATCS first contact client via client notes/phone/email with details of the situation, and then possibly complete the file without the verified information. Such barriers include, out of service or incorrect contact information where research for the correct information was unsuccessful, no answer or voicemail return after five business days of attempts, language barriers, verifier declining to verify, and suspicion of diploma mill or other illegitimate institutions, etc.

**Verification Questions**

DATCS has a general question format for Residence Verifications, Education Verifications, Employment Verifications and Personal/Professional References. Attached you will find those questions. DATCS attempts to obtain the answers to all the questions listed. However, be advised that many agencies will only release basic information unless a signed release is presented specifically authorizing the verification of more sensitive information, this is often the case for salary questions on Employment Verifications, for example. When basic information can be given freely, but other information requires a release, DATCS will complete the report with the basic information only. DATCS will request a signed release from the client (to obtain from the applicant) only if one is needed to obtain basic verification information, which is sometimes the case. If a client has a need for information we might not be able to report due the circumstances listed above, or if we complete a report and the client determines more information is needed, notification should be given to DATCS who will then search for the additional information for no extra charge. Please note, that turnaround times will be elongated if further research ensues.

**Turn-around Times**

DATCS cannot guarantee turn-around times for verifications because of the multiple players involved, however we do guarantee after 48 hours has passed and every 24-hour period after that to provide updates on any pending file items. These can be viewed directly on the candidate's report under 'client notes'. Details on barriers to completion can be found there, and clients can decide to notify to close out the file and/or request other action they deem necessary based on our update.

**The following applies to consumer credit products (i.e. Consumer Credit Reports, Business Owners Profile)**

I have read and understand the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that I will use all credit product information for no other purpose than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. **I will not resell the report to any third party.** I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that may be incurred and that my access privilege may be terminated.

\_\_\_\_\_  
Drug and Alcohol Testing Compliance Services  
  
\_\_\_\_\_  
DATCS Representative  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Montague County  
Company Name  
  
\_\_\_\_\_  
Company Representative Signature  
  
\_\_\_\_\_  
Date 10/12/2020

