

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**NOTICE OF CONTRACT AWARD**

<b>TO:</b> J.J.KELLER & ASSOCIATES, INC.	<b>DATE ISSUED:</b>	6/19/2020
P.O. BOX 368	<b>CONTRACT NO:</b>	20-282-SLA
NEENAH, WI 54957-0368	<b>CONTRACT TITLE:</b>	J.J. KELLER MANAGED SERVICES DRUG & ALCOHOL CLEARINGHOUSE

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 20-282-SLA including any attachments or amendments thereto.

**EFFECTIVE DATE:** JUNE 19, 2020

**EXPIRES:** JULY 1, 2021

**RENEWALS:** FOUR (4) 12-MONTH RENEWAL OPTIONS, FROM JULY 1, 2021 – JUNE 1, 2025

**COMMODITY CODE(S):** 9520700

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT NO. 20-282-SLA

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

**VENDOR CONTACT:** CASSIE CHARLIER

**VENDOR TEL. NO.:**

**(920) 722-2848 X2928**

**EMAIL ADDRESS:** CCHARLIER@JJKELLER.COM

**COUNTY CONTACT:** LOAN HOANG

**COUNTY TEL. NO.:**

**(703) 228-3417**

**COUNTY CONTACT EMAIL:** LHOANG@ARLINGTONVA.US

**PURCHASING DIVISION AUTHORIZATION**

DocuSigned by:

*Arlene Palmer*

Title Buyer

Date 6/19/2020

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3003



**J. J. Keller**  
& Associates, Inc.<sup>®</sup>  
Since 1953

Drug &amp; Alcohol Clearinghouse Services

Agreement# 80113290

P.O. Box 368  
Neenah, WI 54957-0368  
920-722-2848  
jjkeller.com

## MANAGED SERVICES DRUG & ALCOHOL CLEARINGHOUSE SERVICES AGREEMENT

Account #: 200322132Agreement #: 80113290NAME: County Board of Arlington County, Virginia

("Client")

MAILING ADDRESS: 2100 Clarendon Blvd, Ste 511  
Arlington, VA 22201

**DEAR CLIENT:** This Managed Services Drug & Alcohol Clearinghouse Services Agreement ("Agreement") sets forth the terms and conditions under which J. J. Keller & Associates, Inc. ("J. J. Keller") shall provide the mutually agreed to services and/or deliverables to Client.

### A. Services and Fees.

#### Drug & Alcohol Clearinghouse Website ("Clearinghouse") – Annual Limited Query Fee<sup>1,2,3</sup>:

Driver Setup Fee Per Driver <sup>4</sup>	Per Driver Per Query Fee	Requested Start Date (Month/Year) <sup>5</sup>
\$3.00	\$5.95	June 2020

<sup>1</sup>Limited queries will be run in batches. Batch options for Client to choose from are a single batch for all drivers (no exceptions) run once annually on the date selected by Client, or a single batch run once per calendar month for those coming due.

<sup>2</sup>If a limited query requires a full query, J. J. Keller will run the query for a fee of \$15.00 per driver per query.

<sup>3</sup>If a driver has a violation in their file, full queries will be run instead of limited queries for a minimum of six (6) years and up to ten years (dependent upon Client's return to duty policy), for which the full query fee of \$15.00 applies.

<sup>4</sup>Fee is billed for current and any new drivers added to the program.

<sup>5</sup>Failure to implement Service within 60 days of Requested Start Date will result in a minimum monthly charge of \$50, or cancellation of the contract.

Client is subject to J. J. Keller's new-client credentialing process and the \$179.00 fee associated with such process.

#### Optional Services (check box if service is included):

☒ Drug & Alcohol Clearinghouse – Pre-employment Full Query

**Fee: \$15.00 per driver per query**

☒ Drug & Alcohol Clearinghouse  
Policy Addendum & Receipt Tracking Project

**Fee: \$800 one-time flat fee<sup>1</sup>**

<sup>1</sup>This one-time fee is billed in the Agreement Start Month listed above.

### B. THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES, INCLUDING, WITHOUT LIMITATION, THE DISCLAIMER AND LIMITATION OF LIABILITY.

**OFFER:** J. J. Keller's offer to Client to enter this Agreement is extended for thirty (30) calendar days from the Offer Date. This offer shall become binding upon written acceptance by J. J. Keller at its home office in Neenah, Wisconsin.

**Offer Date:** 5/26/2020

#### Agreement Acceptance and Approval:

**CLIENT**

DocuSigned by:

Signature: Arlene Palmer

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Name: Arlene Palmer

Title: Buyer

Date: 6/19/2020

**J. J. KELLER & ASSOCIATES, INC.**

Signature: Kari Dubois

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Name: Cassie Charlier Kari Dubois

Title: Sr. Director of Client Service

Date: 6/19/2020

**C. J. J. Keller Responsibilities.** J. J. Keller will:

1. Act as agent for Client and procure limited queries and full queries for Client's drivers following receipt of applicable consent; limited query consent form or driver consent in the Clearinghouse.
2. Create and maintain a database of CDL drivers identified by Client for this Service.
3. Establish Client's chosen driver consent process for full queries needed due to an annual limited query identifying that driver has resolved or unresolved drug and alcohol program violations. Options for Client include: (i) clearinghouse automatically contacts the driver to request consent; or (ii) J. J. Keller notifies Client and Client directs driver to give consent in the Clearinghouse.
4. Establish Client's chosen batch ordering option: (i) single batch for all drivers (no exceptions) run once annually on a date selected by Client; or (ii) a single batch run once per calendar month for those coming due.
5. Coordinate the ordering of the annual limited query to ensure that one is obtained at least once within a 365-day period as required by the Federal Motor Carrier Safety Administration ("FMCSA").
6. Notify Client when a limited query identifies a driver with resolved or unresolved drug and alcohol program violations, and order a full query as required.
7. Provide access to the Limited Query Consent Form via the Client web portal. (This form includes driver instructions for registering in the clearinghouse website).
8. Order a full query when requested by Client, provided that driver consent has been obtained.
9. Image all program documents and retain electronically for the period required by the FMCSA.
10. Provide Client access to program document images via the Client web portal.
11. If service is active, notify Client every five (5) years to renew Client's clearinghouse registration.
12. If service is active, send notifications for Client's drivers every five (5) years with instructions to re-register in the Clearinghouse.
13. Comply with the requirements established for consumer reporting agencies under the FCRA and Professional Background Screening Association ("PBSA").

**Drug & Alcohol Clearinghouse – Pre-employment Full Query (Applies only if selected):**

1. Act as agent for Client and procure pre-employment full queries for Client's drivers.
2. Notify Client if driver has not registered and given consent in the Clearinghouse.
3. Provide Client with any additional results received from the Clearinghouse in the 30 days following the initial query.
4. Image all program documents and retain electronically for the period required by the Federal Motor Carrier Safety Administration ("FMCSA").
5. Provide Client access to program document images via the Client web portal.
6. Comply with the requirements established for consumer reporting agencies under the FCRA and Professional Background Screening Association ("PBSA").

**Drug & Alcohol Clearinghouse – Policy Addendum & Receipt Tracking Project (Applies only if selected):**

1. Provide the Drug & Alcohol Clearinghouse Policy Addendum & Receipt Tracking Project for Client's current drivers.
2. Provide policy addendum and receipt(s) based upon whether or not Client's company drug & alcohol policy mandates driver registration in the Clearinghouse.
3. Send policy addendum and receipt notification for drivers to Client.
4. Audit J. J. Keller policy addendum receipts for driver's signature and notify Client if missing.
5. Regularly notify Client of any missing or out of compliance addendum receipts.
6. Image documents received and retain electronically for the period required by the Federal Motor Carrier Safety Administration ("FMCSA").
7. Provide Client access to document images via the Client web portal.

**D. Client Responsibilities and Acknowledgements.** Client will:

1. Acknowledge that J. J. Keller will obtain the limited queries and full queries as an agent for Client.
2. Acknowledge that J. J. Keller can only be C/TPA for the drivers Client has enrolled in this service.
3. Acknowledge that the Clearinghouse will contain only violations that occurred on or after January 6, 2020.
4. Acknowledge that the Clearinghouse only contains violation information for drivers that are subject to the testing requirements under the FMCSR in 49 CFR Part 382.
5. Complete the FMCSA Clearinghouse registration process designating J. J. Keller as a C/TPA to access the

Clearinghouse on Client's behalf for conducting queries. Upon notification, renew Clearinghouse account as required.

6. Purchase required query plan in Client's Clearinghouse account and purchase additional plans as needed in the future. Client acknowledges that J. J. Keller is not allowed by the FMSCA to purchase/pay for Client's query plans.
7. Provide driver information required for Client to receive Clearinghouse Services, utilizing template provided by J. J. Keller, for service implementation.
8. Choose batch ordering option: (i) single batch for all drivers (no exceptions) run once annually on a date selected by Client; or (ii) a single batch run once per calendar month for those coming due.
9. Choose consent notification process for full queries as outlined in paragraph 3 of J. J. Keller Responsibilities. When declining automatic driver requests for consent from the Clearinghouse, Client acknowledges its responsibility to ensure that the driver gives consent when needed. Client further acknowledges that J. J. Keller's delivery of any full query will be delayed until Client's driver has given consent.
10. Remove driver from performing safety-sensitive functions when driver has not given consent for a full query within 24 hours following identification of drug & alcohol program violations found in a limited query or at any time driver consent is withheld as required by FMCSA.
11. Use J. J. Keller's most-current version of the Limited Query Consent form (which includes driver instructions for registering in the clearinghouse website). If Client does not utilize J. J. Keller's consent form, Client acknowledges that J. J. Keller does not audit Client's consent form for validity nor is J. J. Keller's receipt of the form validation that the form is compliant with FMCSA requirements. Client will also need to provide Clearinghouse registration instructions to Client's drivers at the time registration is needed.
12. Request a full query when needed, provided that driver consent has been obtained.
13. Review query results and all other program related documents via the Client web portal.
14. Certify to J. J. Keller that the initial audit of all existing and any new driver qualification files is for the presence of documents and information required to be in compliance under the FMCSR, Part 391. J. J. Keller is not validating the information in the driver qualification file is accurate, complete, or up-to-date nor is J. J. Keller assembling or evaluating the documents for the purpose of furnishing consumer reports for employment purposes.

Acknowledge that the MVR, MVR disposition, safety performance history records request, pre-employment screening report and scorecard, California Pulls, and/or Clearinghouse Annual Limited and Full Queries ("Information Products") provided with the Service, and the optional services including Annual MVR Ordering, MVR Disposition Assignment, DOT Employment Verification Ordering, PSP Data Analysis, California Pull Notice Program, Clearinghouse Annual Limited Query, and Pre-employment Full Query ("**Selected Service(s)**") **respectively**) meet the definition of consumer reports under the FCRA requiring compliance with the FCRA and any state-related laws.

As such, client will:

15. Certify to J. J. Keller that the Information Products it receives with the Selected Service will not be used in violation of any applicable federal, state, or local laws, including, but not limited to the FCRA and Title VII of the Civil Rights Act of 1964. Client accepts full responsibility for complying with all such laws and for using the Information Products it receives from J. J. Keller in a legally acceptable fashion. To that end, Client agrees to comply with and provide all statutorily required notices in the FCRA and any applicable state laws when using Information Products. Client further agrees that each Information Product report will only be used for a one-time use.
16. Certify to J. J. Keller that the Information Products to be received with the Selected Service shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.), FCRA, and any related state laws for the purpose of determining one's eligibility for employment or continued employment. Client further certifies that in every case, prior to the procurement of an Information Product for employment purposes, a clear and conspicuous disclosure has been made in writing to the applicant/employee, a Summary of Rights under the FCRA and any applicable state law was provided to the applicant/employee, an authorization form was provided to the applicant/employee, and the applicant/employee's written acknowledgement on the disclosure and consent on the authorization form was obtained by Client, of which the authorization form shall be transmitted to J. J. Keller. **Client must have the applicant/employee's written authorization in a clear and conspicuous document consisting solely of the disclosure made in writing to the applicant/employee explaining that a consumer report may be obtained for employment purposes.** Client further certifies that each time it orders an Information Product, it is reaffirming the above certification. Client also certifies that it will use the information found in an Information Product only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license, or to verify information provided by an applicant or employee. Client shall not transmit any data contained in the resulting Information Product via the public internet, electronic mail or any other unsecured means.

17. Acknowledge that the Information Products received from J. J. Keller will be disclosed only to the Client's designated and authorized employees and that such employees will limit the dissemination of the Information Products to only those employees with a permissible, legitimate need.
18. Certify to J. J. Keller that prior to taking any adverse action based in whole or in part on consumer report information contained in Information Products provided by J. J. Keller, Client will provide notification to the consumer of the intent to take adverse action, along with: (1) a copy of the consumer report as delivered in the Information Product, (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act", and (3) a reasonable amount of time to dispute the information contained in the consumer report prior to taking any adverse action. After the consumer has been provided a reasonable amount of time to dispute the consumer report information, if the Client takes adverse action based in whole or in part on information contained in the Information Products, Client will issue to the consumer a notice of the adverse action taken, as well as the statutorily required notices identified in Section 615 of the FCRA, including: providing the name, address and telephone number for J. J. Keller; informing the individual that he/she is entitled to a free copy of the consumer report and a right to dispute the record through J. J. Keller, and notifying the consumer that J. J. Keller did not make the decision to take the adverse action and is unable to provide the individual the specific reasons why the adverse action was taken by Client.
19. Certify to J. J. Keller that reasonable procedures are in place for the fair and equitable use of Information Product information and security of confidential information. Client agrees to take precautionary measures to protect the security and dissemination of all Information Products including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination of and destruction of electronic and hard copy reports. Client agrees to abide by Exhibit B attached hereto which is incorporated into and is part of this Agreement. Client agrees to inform J. J. Keller (within 24 hours) of any data security breach that involves Information Products.
20. Acknowledge that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C) attached hereto in Attachment A – Required Notices.
21. Acknowledge that it has received a copy of the Access Security Requirements attached hereto in Exhibit B.
22. Acknowledge that it is subject to J. J. Keller's new-client credentialing process and the \$179.00 fee associated with such process.
23. Certify that J. J. Keller is not legal counsel and that Client has engaged their own legal counsel to consult with regarding its specific legal responsibilities. Client further certifies that any recommendations made by our staff are offered in strictly an advisory capacity and are not to be construed as legal advice. Client understands that any conversation or communication with J. J. Keller's representatives regarding searches, verifications, or other services offered by J. J. Keller are not to be considered a legal opinion regarding the use of such Services or Information Products. Client agrees that it will consult with its own legal or other counsel regarding the use of Services and Information Products including but not limited to, the legality of using or relying on reported consumer information.
24. Not resell, sub-license, deliver, display, or otherwise distribute to any third party any of the Information Products addressed herein, except as required by law.
25. Provide timely payment of Service fees and expenses as outlined herein.

**Drug & Alcohol Clearinghouse – Pre-employment Full Query (Applies only if selected):**

1. Acknowledge that J. J. Keller will obtain the pre-employment full queries as agent for Client.
2. Acknowledge that Client must make an offer of employment to the driver applicant prior to requesting J. J. Keller's Services.
3. Acknowledge that the Clearinghouse will contain only violations that occurred on or after January 6, 2020.
4. Acknowledge that the Clearinghouse only contains violation information for drivers that are subject to the testing requirements under the FMSCR in 49 CFR Part 382.
5. Complete the FMCSA Clearinghouse registration process designating J. J. Keller as a C/TPA to access the Clearinghouse on Client's behalf for conducting queries. Upon notification, renew Clearinghouse account as required.
6. Purchase required query plan in Client's Clearinghouse account and purchase additional plans as needed in the future. Client acknowledges that J. J. Keller is not allowed by the FMSCA to purchase/pay for Client's query plans.
7. Provide Clearinghouse registration and consent instructions to Client's drivers.
8. Provide J. J. Keller with requested driver information needed to request services.

9. Remove driver from performing safety-sensitive functions when driver has not given consent as required by FMCSA.
10. Review query results and all other program related documents via the Client web portal.
11. Review relevant federal laws and regulations and state laws and regulations in all states where Client maintains employees. Client agrees to comply with all applicable laws and regulations. J. J. Keller assumes no liability for Client's failure to comply with applicable laws and regulations.
12. Re-verify applicant's name and driver's license number(s) upon receipt of Information Products from J. J. Keller. J. J. Keller assumes no liability for incorrect information due to illegibly completed forms.

**Drug & Alcohol Clearinghouse – Policy Addendum & Receipt Tracking Project (Applies only if selected):**

1. Acknowledge that the Drug & Alcohol Clearinghouse Policy Addendum & Receipt Tracking Project is a one-time project to be completed for Client's current drivers. And that Client is to update its drug & alcohol policy to include the clearinghouse requirements and distribute to newly hired drivers.
2. Choose whether or not Client's company drug & alcohol policy mandates driver registration in the Clearinghouse.
3. Upon notification, supply photocopies of missing or corrected policy receipts.
4. Client acknowledges that if Client chooses to utilize an addendum and addendum receipt other than those provided by J. J. Keller for this service, J. J. Keller does not audit the documents for validity nor is J. J. Keller's receipt of the documents validation that the documents are compliant with FMCSA requirements.
5. Review Service-related documents via the Client web portal.

**E. Agreement Term and Service Fees.**

1. The initial term of this Agreement is for one 12-month term beginning on the date of execution of this Agreement ("Initial Term"). Upon satisfactory performance by the Contractor the Client may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement, with contract prices being subject to J. J. Keller's annual service fee review process, for not more than four additional 12-month periods, from June 1, 2021 to June 1, 2025 (each a "Subsequent Contract Term"). The Initial Term and any Subsequent Contract Term(s) are together the "Contract Term".
2. The Contract Amount/unit price(s) will remain firm for the Initial Term.
3. After the Initial Term, Client is subject to J. J. Keller's annual service fee review process, and Services and/or fees may be changed by J. J. Keller upon sixty (60) days written notice to, and approval by, Client.
4. Quoted fees are based on the indicated number of files, and may vary as a result of increases or decreases in total file counts.
5. Service fees are predicated upon standard service specifications, with associated Client/J. J. Keller responsibilities. If actual Services required deviate from these standard specifications, or if Client requests additional customized work (e.g., Client-specific custom reports, billing & invoice modifications, etc.), an hourly service fee for administrative support, work completion, programming, etc. will apply. Client will be notified of estimated hours and the applicable hourly rate(s) prior to work initiation.

**F. Expenses.** Client shall reimburse J. J. Keller for expenses directly incurred on Client's behalf, such as shipping and handling expenses, or travel expenses for on-site services, if requested by the Client.

**G. Payment.**

1. Payment for invoiced fees and expenses are due and payable within forty-five (45) days of receipt of invoice.
2. If Client requests payment terms beyond net forty-five (45) days and J. J. Keller agrees, service fees will be increased by one thirtieth (1/30) of one percent (1%) for each additional day of payment period extended. J. J. Keller reserves the right to suspend services upon nonpayment of invoices by Client.
3. All fees in this Agreement apply to the continental United States and Canada only. Client is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client, provided that in no event will Client pay or be responsible for any taxes imposed on, or with respect to, J. J. Keller's income, revenues, gross receipts, personnel or real or personal property or other assets. Applicable sales tax and goods and services tax will be applied to final invoice per J. J. Keller nexus.

**H. Cancellation.**

1. After the Initial Term, either party may cancel this Agreement by written notice to the other, thirty (30) days in advance of the date cancellation is desired ("Cancellation Effective Date").
2. Cancellation Terms:
  - a) Client is responsible for all Service fees and expenses through the Cancellation Effective Date.

- b) If Client cancels this Agreement prior to the expiration of the Initial Term, Client agrees to pay an early termination fee equal to three (3) months maintenance fees for the contracted number of drivers.
- c) Upon cancellation of this Agreement, J. J. Keller will copy the electronic driver document images from J. J. Keller's system to a J. J. Keller-approved storage media and forward to Client's corporate location.

**I. Default.**

1. "Default" shall mean Client's or J. J. Keller's failure to fulfill any term or condition of this Agreement.
2. In the event of Default by either party, this Agreement may be cancelled by the non-defaulting party pursuant to the following procedures. Upon Default, the non-defaulting party may send notice to the defaulting party identifying the Default and stating that the Agreement will be canceled unless the Default is cured within fifteen (15) days, or such longer period as specified in the notice. If the Default is not timely cured, this Agreement will terminate without further notice, which is expressly waived hereby. J. J. Keller may also cancel without any further notice upon the occurrence of any two (2) or more payment-related Defaults within any consecutive twelve (12) month period.

**J. Confidentiality of Client Materials.** J. J. Keller agrees that driver records furnished to J. J. Keller by Client or prepared by J. J. Keller for Client in performance of the Services are confidential information ("Confidential Information"); provided, however, that Confidential Information does not include information which: (i) was in J. J. Keller's possession at the time of disclosure by Client, and was not acquired, directly or indirectly, from Client; (ii) J. J. Keller receives from a third party, if J. J. Keller does not know of any restrictions on the disclosure of that information; (iii) is or becomes known by the public through no wrongful act of J. J. Keller; or (iv) is independently developed by or for J. J. Keller.

J. J. Keller will use the same degree of care to prevent disclosure of the Confidential Information to any other person as it uses to protect its own information of like kind, but in no event less than reasonable care. J. J. Keller may disclose the Confidential Information if such disclosure is required by law or directed by judicial or administrative order. J. J. Keller may disclose the Confidential Information to its employees and contractors with a legitimate need to know who agree in writing to confidentiality obligations consistent with this Agreement. Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. The Parties agree to keep this Confidential Information confidential at all times during the Term of this Agreement, and continuing for five (5) years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall the provider of any consumer report (as defined in the FCRA) ordered hereunder be required to destroy, erase or return any such consumer report or applicant data related thereto in the provider's files, all of which the provider shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws. Notwithstanding the above, Client agrees that J. J. Keller may use its name, including a brief description of the project, for internal education and for external marketing. Further, Client name and trademark(s) may be used by J. J. Keller to add branding to documents and Services provided to Client during this Agreement.

**K. Disclaimer and Limitation of Liability.**

1. J. J. Keller's Services are intended to lend technical knowledge and support to the Client. J. J. Keller does not assume the role of Client's Safety Department or Personnel Department. J. J. Keller does not fill out qualification forms on behalf of the Client, nor does it write annual reviews or statements concerning a driver's minimum qualifications. Client agrees to provide all records to J. J. Keller in accordance with all applicable law relating to those records, including, but not limited to, any laws governing the privacy of those records.
2. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED. In no event shall J. J. Keller be liable to Client for loss of profits or other economic loss, including special, consequential or other similar damages arising out of any claimed J. J. Keller breach of its obligations under this Agreement. J. J. Keller acknowledges its responsibilities for the safekeeping of Client records retained in the performance of this Agreement. It shall, however, in no way be responsible for damage to those records resulting from fire, flood, natural disaster or other acts of God. J. J. Keller shall not be liable for failing to fulfill its obligations due to causes beyond its reasonable control.
3. TO THE EXTENT THAT CLIENT IS ALLOWED UNDER APPLICABLE LAW, EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, DAMAGES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) BROUGHT OR SUFFERED BY ANY THIRD PARTY ARISING OR RESULTING FROM, OR OTHERWISE IN CONNECTION WITH, ANY BREACH BY THE OTHER OF THIS AGREEMENT, OR ITS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT THAT EITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO J. J. KELLER BY CLIENT FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND

**RECOVERY OF THE AMOUNT IS THAT PARTY'S SOLE AND EXCLUSIVE REMEDY HEREUNDER.**

4. J. J. Keller specifically disclaims responsibility for losses, damages, fines, penalties, or forfeitures resulting through the nonperformance of Services due to Client's failure to timely fulfill its responsibilities under this Agreement.
5. Client recognizes that information in Information Products is secured from and processed by fallible sources (human and otherwise), and that for the Fees charged, J. J. Keller cannot be either an insurer or guarantor of the accuracy of the information reported. Client agrees that J. J. Keller shall not have any liability due to erroneous information received from third parties.
6. J. J. Keller is performing its Services to aid client in complying with 49 U.S.C. §§ 31301 et seq. Client warrants that it is not relying upon or using the Services for making decisions regarding hiring, firing or other changes to employment status.

**L. Insurance Requirements**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

Professional Liability - \$1,000,000 per occurrence/claim

Cyber Liability - \$1,000,000 per occurrence

Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

**M. Miscellaneous.**

1. As a precondition to procuring background screening services from J. J. Keller, J. J. Keller may require Client to enter into and maintain an agreement with a data provider for any such background screening services. Client acknowledges that any such background screening services shall be governed by the data provider's agreement, and that J. J. Keller assumes no responsibility or liability for the information contained in any reports provided by such third party data providers except for the J. J. Keller responsibilities set forth in this Agreement and any agent responsibilities specifically set forth in the data provider's agreement and made known to J. J. Keller prior to



procuring any such information. Client further acknowledges that as a pre-condition of entering into any such agreement, Client may be subject to a credentialing process and may be required to pay fees associated with that credentialing process, in addition to anything required in this Agreement. Client acknowledges and accepts that should Client fail to meet the requirements of any such process, the fees associated with such a credentialing process are non-refundable.

2. Client acknowledges and accepts that it is directing all background screening service ordering activities and assumes all employer responsibilities under all relevant laws, administrative rulings, regulations, and the like, including the FCRA.
3. Disclaimer. Client acknowledges and accepts that J. J. Keller strives to deliver accurate and timely Information Products to assist Client in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, J. J. Keller assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories, and third-party researchers. Client understands that these information sources and resources are not maintained by J. J. Keller. Therefore, J. J. Keller cannot be a guarantor that the information provided from these sources is absolutely accurate or current, nor can J. J. Keller guarantee the data security of data maintained in information systems out of its control. Nevertheless, J. J. Keller has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law. Furthermore, Client agrees to re-verify subject/applicant's name, social security number, and date of birth upon receipt of any Information Product received from J. J. Keller. J. J. Keller assumes no liability for incorrect information due to illegibly completed forms.
4. Client understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, J. J. Keller cannot be either an insurer or a guarantor of the accuracy of the information reported. Client therefore releases J. J. Keller and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.
5. J. J. Keller recommends that Client screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. Client understands that if it chooses not to conduct searches at these levels, J. J. Keller cannot be held responsible for any records that exist that are not included in the Client's coverage requested. Client further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that Client will bear any additional costs associated with this verification.
6. California End-Users Only: In compliance with California law, under the Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), and California Civil Code Sections 1785.1 et seq., End User (as defined in applicable laws) hereby certifies that if the End User is located in the State of California, and/or the End User's request for, or use of, the Information Products pertains to a California resident or worker, End User certifies that it will do the following:
  - a. Request and use Information Products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
  - b. When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing, or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative Information Product may be obtained; (2) the permissible purpose of the investigative Information Product; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed in the investigative Information Product; (4) the name, address, telephone number, and website of the consumer reporting agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
  - c. When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an Information Product if the applicable consumer has authorized in writing the procurement of the Information Product.
  - d. When Information Products are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that an Information Product will be made regarding the consumer's character, general reputation, and personal characteristics. The notification shall include the name and address of the End User as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Information Product was first requested.
  - e. When Information Products are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that an Information Product regarding the consumer's character, general reputation,

personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the Information Product was first requested. The disclosure shall include the name and address of End User, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.

- f. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Information Products that are prepared.
  - g. If the consumer wishes to receive a copy of the Information Products, the End User shall send (or contract with another entity to send) a copy of the Information Product to the consumer within three business days of the date that the Information Product is provided to End User. The copy of the Information Product shall contain the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.
  - h. Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of End User's name, address, and telephone number, and providing the consumer of a written notice of his/her rights under the ICRA and the CCRAA.
  - i. Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Information Products, including, but not limited to, the ICRA and CCRAA.
7. Warrants. In the course of completing background screening checks, J. J. Keller may uncover active arrest warrants which are outstanding against the consumer subject. If J. J. Keller is contacted by the law enforcement agency seeking the subject, Client understands that J. J. Keller will furnish to law enforcement any information contained within the subject's file to assist in the apprehension of the subject. Additionally, upon a valid request from law enforcement or a court order, Client agrees to release to J. J. Keller any and all information Client may have which will further the apprehension of the wanted individual.
  8. Client agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the Information Products addressed herein, except as required by law.
  9. Client agrees to allow J. J. Keller to audit records applicable to the services performed, at any time, upon reasonable notice given.
  10. If Client is permitted to request consumer reports for employment purposes via J. J. Keller's website, then, in addition to all other obligations, Client agrees to: (i) abide by such additional conditions that may be imposed to utilize the website; (ii) provide all required certifications electronically; (iii) maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom an Information Product has been requested; and (iv) maintain strict security procedures and controls to assure that its personnel are not able to use Client's internet access to obtain Information Products for improper, illegal or unauthorized purposes.
  11. Client may not assign or transfer this Agreement without the prior written consent of J. J. Keller. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.
  12. Breaches of this Agreement and/or violations of applicable law discovered by J. J. Keller may result in immediate suspension and/or termination of the Program, Services, Client's account, legal action and/or referral to federal or state regulatory agencies.
  13. Privacy. Client represents and warrants that it has complied with, and will continue to comply with, all applicable data privacy laws. As between Client and J. J. Keller, except as otherwise set forth in the sentence immediately below, with regard to all personal information, personal data and personally identifiable information as defined under any applicable data privacy law and all other information that relates to an identified or identifiable individual, which is obtained by J. J. Keller as a result of this Agreement ("Personal Information"), Client, and not J. J. Keller, is responsible for the provision of legally-compliant privacy notices to data subjects, compliance with data subject rights requests and compliance with all other obligations applicable to the data controller or collecting entity for such data. J. J. Keller agrees to reasonably cooperate with Client in the event that Client requires J. J. Keller's assistance in honoring data subject rights requests (to the extent applicable data privacy law affords such rights), subject to J. J. Keller's obligations at law and to third parties. Client represents and warrants that it has all necessary rights and permissions in order for Client to provide Personal Information to J. J. Keller for the purposes described in this Agreement.
  14. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Client will not directly

or indirectly solicit, hire, or engage any employee of J. J. Keller who is or has been assigned to perform Services under this Agreement, unless J. J. Keller grants its consent in writing. Client acknowledges that J. J. Keller's personnel represent a significant investment in recruitment and training, the loss of which would be detrimental to

15. J. J. Keller's current and future business. Subcontractors. J. J. Keller may use subcontractors to perform Services provided for in this Agreement. Such subcontracting shall not relieve J. J. Keller of its responsibilities for those Services.
16. Independent Contractor. The Parties acknowledge and agree that their relationship is that of independent contractors and not partners, joint ventures, or principal and agent. Nothing in this Agreement is intended to make either Party a general or special agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose.
17. Severability. If any provision in this Agreement is held invalid, the remainder of the Agreement shall continue to be enforceable. If any provision of this Agreement is deemed unlawful, void or unenforceable, then that provision is deemed severable from the rest of the Agreement and the remaining provisions are still valid and enforceable.
18. Amendment. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by a written instrument signed by both parties.
19. Waiver. No delay or failure on the part of a Party to exercise any power or right hereunder shall operate as a waiver hereof, or as acquiescence in any default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof, or the exercise of any other power or right.
20. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
21. Entire Agreement. This Agreement and any and all exhibits and Addendum(s) hereto contain the full, final and exclusive agreement between Client and J. J. Keller relating to the subject matter described herein.

## EXHIBIT A

### Information Product Descriptions

**Background Screening Services Description** - J. J. Keller may at any time discontinue, impose restrictions on, or make changes to, all or any portion of the background screening services as a result of changes in applicable federal, state or local laws or regulations, industry standards, business practices, or third-party agreements. J. J. Keller will notify Client of any such changes either in writing or on the Client Information Center website. Such changes are binding upon Client at the time(s) specified in any such notice.

All searches will be limited to the previous seven (7) years unless otherwise noted or as restricted by the relevant jurisdiction. Only records that match at least two (2) primary identifiers to the subject will be reported.

**Motor Vehicle Report** - J. J. Keller and its authorized agents will complete a search of a driving history record in the state of issuance. Records include driving history over the past 3 - 7 years and are available in all 50 states, Washington DC, and most Canadian Provinces. Reports can include driving offenses and citations.

**Safety Performance History Records Request** - J. J. Keller uses the information provided by the applicant in section one (1) of the Safety Performance History Records Request ("SPHRR") form and/or their application for employment to contact his/her previous employer(s).

The attempt contact method (phone, fax, email, mail) is determined by the information on the SPHRR form and/or application for employment. A minimum of two (2) attempts are made to contact the previous employer and request the applicant's safety performance history information.

Each attempt is documented to include driver name, previous employer name and address, date and time of attempt, method of attempt, name and title of person being contacted, responses to the safety performance history questions, and the name of the consumer reporting agency's employee who made the attempt.

Each previous employer is asked the following questions:

1. If the applicant has been involved in any DOT reportable accident(s), and if yes, to provide (a) date of accident, (b) location of accident, (c) number of injuries, (d) number of fatalities, and (e) if there was a hazardous materials spill.
2. If the applicant was subject to DOT testing requirements under 49 CFR Part 40 while employed by previous employer, and if yes, to provide (a) dates the applicant was subject to DOT testing requirements, and (b) within the past three (3) years from the application date, has this person violated any of the drug and/or alcohol prohibitions under 49 CFR Part 40 or Subpart B of Part 382, including (i) an alcohol test with a result of 0.04 or higher alcohol concentration, (ii) a controlled substances test result of positive, adulterated, or substituted, (iii) a refusal to submit to a random, post-accident, reasonable suspicion, or follow-up controlled substances or alcohol test, (iv) alcohol use while performing or within four (4) hours before performing safety-sensitive functions, (v) alcohol use after an accident, in violation of 382.303, and (vi) controlled substance use while on duty, except as allowed under 382.213.
3. If the applicant violated a DOT drug and/or alcohol prohibition, did he/she fail to begin or complete a rehabilitation program prescribed by a Substance Abuse Professional ("SAP")?
4. If the applicant successfully completed an SAP's rehabilitation referral and remained in your employ, did he/she subsequently have an alcohol test result of 0.04 or greater, a verified positive drug test, or refusal to be tested?

**Pre-Employment Screening Program ("PSP") Search** - A record purchased through PSP contains the most recent 5 years of crash data and the most recent 3 years of roadside inspection data, including serious safety violations, from the FMCSA Motor Carrier Management Information System ("MCMIS") for an individual driver. The record displays a snapshot in time, based on the most recent MCMIS data load to the PSP system. The J. J. Keller PSP Data Analysis will add the then-current FMCSA Safety Measurement System scoring methodology scores to the data received from NICF.

**California Employer Pull Notice ("EPN") Program** - J. J. Keller will manage the driver enrollment process for all required drivers; obtain the pull notice reports from California; audit them and make them available for viewing via the Client web portal.

The EPN Program promotes driver safety through the ongoing review of driver records. J. J. Keller will manage the driver enrollment process for all required drivers. A Client enrolled in the EPN program is assigned a requestor code. The requestor code is added to an employee's driver license record. When an employee's driver license is updated to record action/activity, a check is made electronically to determine if a pull notice is on file. If the action/activity is one that is specific to be reported under the EPN program, a driver record is generated by California and sent to be uploaded into the driver's file. J. J. Keller's authorized agents will audit them and make them available for viewing within the Client web portal.

Records include driving history covering the past 7 (seven) years.

**Pre-Employment Full Query** - A record purchased pre-employment but post-offer on a driver through FMCSA's D&A Testing Clearinghouse Database which contains information about whether the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test in violation of §382.211; or that an employer has reported actual knowledge, as defined at §382.107, that the driver used alcohol on duty in violation of 382.205, used alcohol before duty in violation of §382.207, used alcohol following an accident in violation of §382.209, used a controlled substance in violation of §382.213, or driver has an open violation as a result of not yet fully completing the return to duty process as prescribed by the SAP. J. J. Keller will perform these queries on behalf of the motor carrier. Motor carrier acknowledges they must not employ a driver subject to the controlled substances and alcohol testing under Part 382 without first conducting this query. Motor carrier further acknowledges this query will not be conducted without the driver granting specific consent through the clearinghouse.

**Limited Annual Query** - A record purchased on a driver through FMCSA's D&A Testing Clearinghouse Database which contains information about whether the driver has information on them in the Clearinghouse regarding a violation. This record is purchased on all drivers a motor carrier employs which are subject to the controlled substances and alcohol testing under Part 382 on an annual basis. This query requires written consent which can be for the duration of the driver's employment. Should the limited query produce results on a driver, the driver must perform a full query on that driver in the clearinghouse.

**Full Query Following a Limited Annual Query** - A record purchased on a driver through FMCSA's D&A Testing Clearinghouse Database following a limited query which produces a result indicating there is information in the clearinghouse on a driver. This query contains information about whether the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test in violation of §382.211; or that an employer has reported actual knowledge, as defined in §382.107, that the driver used alcohol on duty in violation of 382.205, used alcohol before duty in violation of §382.207, used alcohol following an accident in violation of §382.209, used a controlled substance in violation of §382.213, or driver has an open violation as a result of not yet fully completing the return to duty process as prescribed by the SAP. J. J. Keller will perform these queries on behalf of the motor carrier. Motor carrier acknowledges they must not continue to utilize a driver subject to the controlled substances and alcohol testing under Part 382 in safety-sensitive functions if the driver fails to give consent for a full query following a limited query within 24 hours. Motor carrier further acknowledges this query will not be conducted without the driver granting specific consent through the clearinghouse.

**Pre-Employment Full Query** - A record purchased pre-employment but post-offer on a driver through FMCSA's D&A Testing Clearinghouse Database contains information about whether the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test in violation of §382.211; or that an employer has reported actual knowledge, as defined at §382.107, that the driver used alcohol on duty in violation of 382.205, used alcohol before duty in violation of §382.207, used alcohol following an accident in violation of §382.209, or used a controlled substance in violation of §382.213. J. J. Keller will perform these queries on behalf of the motor carrier. Motor carrier acknowledges they must not employ a driver subject to the controlled substances and alcohol testing under Part 382 without first conducting this query. Motor carrier further acknowledges this query will not be conducted without the driver granting specific consent through the clearinghouse.

**EXHIBIT B****Access Security Requirements**

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only employees with a legitimate business need at your location know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of J. J. Keller.
4. End-User will restrict the ability to obtain consumer information to employees with a legitimate business need at your location and is responsible for the actions of all such employees to whom End-User grants online access.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees, when not in use, it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

**EXHIBIT C****Documents Required Before Requesting Consumer Report Information**

Before End-User will be allowed to access consumer report information, J. J. Keller requires that End-User provide one (1) of the following (if End-User is not publicly traded):

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit originations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.

**Attachment A – Required Notices****16 C.F.R. Part 601 - Appendix A**

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

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

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA.

**For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **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, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness 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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) 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.



**Attachment A – Required Notices****16 C.F.R. Part 601 - Appendix A**

- **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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **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 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

**CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE**

**You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.**

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

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

**Attachment A – Required Notices****16 C.F.R. Part 601 - Appendix A**

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. For information about your federal rights, contact:

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates  b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552  b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:  a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks  b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act  c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations  d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050  b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480  c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106  d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

**Attachment A – Required Notices****16 C.F.R. Part 601 - Appendix C**

**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 Consumer Financial Protection Bureau’s (CFPB) 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 CFPB’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. Section 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. Section 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)

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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.

**Attachment A – Required Notices****16 C.F.R. Part 601 - Appendix C****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.

Federal regulations are 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. Federal regulations are available 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 CFPB.

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.

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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) the consumer must provide specific written consent and the medical information must be relevant.

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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 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers 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 to 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 CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant 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.

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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.

**The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.**

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

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