

C-16-072-02-16



**SERVICE AGREEMENT**  
**HIRERIGHT, LLC**

FILED  
AT 2:30 O'CLOCK P.M.  
MAR 09 2016  
HIDALGO COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
DIDITY

This Service Agreement ("Agreement") is between **HIRERIGHT, LLC** a Delaware limited liability company ("HireRight"), and HIDALGO COUNTY [insert full legal entity name], a Government Entity [insert entity type and state of registration/incorporation], on behalf of itself and its officers and employees ("Subscriber"), and is effective ("Effective Date"): (i) on the date of last signature below; or (ii) if this Agreement is electronically executed by Subscriber, upon HireRight's activation of Subscriber's account.

1. **HIRERIGHT SERVICES.** HireRight is a global provider of background screening services. In the United States, HireRight is defined as a "consumer reporting agency" pursuant to the applicable jurisdiction of the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and applicable state law, and any FCRA-regulated screening reports that HireRight furnishes pursuant to this Agreement are defined by the FCRA and applicable state law as "consumer reports" and/or "investigative consumer reports." All reports provided by HireRight pursuant to this Agreement are collectively defined as "Screening Reports", and all references to "Screening Report(s)" herein shall refer to an entire Screening Report(s) as well as any specific information contained within a Screening Report(s). Subject to the terms and conditions of this Agreement, and upon Subscriber's request, HireRight will furnish Screening Reports and the related services described in this Agreement in connection with Subscriber's screening, as applicable, of employees or candidates for employment (including, without limitation, independent contractors, temporary workers/employees, and volunteers), and/or other individuals for legally permissible employment-related purposes (each, an "Applicant").

2. **SUBSCRIBER OBLIGATIONS**

- (a) **Compliance with Applicable Laws.** Subscriber shall comply with all local, state, federal, and international laws and regulations, including, without limitation, and as applicable the FCRA (collectively, "Laws"), applicable to Subscriber in connection with its procurement and use of Screening Reports and other services provided pursuant to this Agreement. If utilizing HireRight's FCRA-regulated services, Subscriber is considered a "user" of Screening Reports under the FCRA and applicable state law, and accordingly: (i) Subscriber shall comply with its compliance certifications and obligations set forth in Attachment A, and (ii) Subscriber acknowledges it has received, reviewed and will comply with its obligations in the *Notice to Users of Consumer Reports: Obligations Of Users Under The FCRA* currently available at: [www.hireright.com/pdfs/ftcNoticeToUsers.pdf](http://www.hireright.com/pdfs/ftcNoticeToUsers.pdf). Subscriber acknowledges that if it obtains services from HireRight under this Agreement that fall outside the scope of the FCRA and similar United States laws ("Non-US Services"), then Subscriber may have additional or different legal obligations than those described in this section, and Subscriber shall comply with all such Laws and obligations. Subscriber shall promptly notify HireRight if Subscriber believes it has failed to fulfill any obligation in this Agreement, including, without limitation, those obligations related to confidentiality, consumer privacy, data protection, and compliance with Laws.
- (b) **Account Credentialing, Access and Maintenance.** Prior to obtaining services from HireRight, Subscriber must satisfy HireRight's client credentialing requirements, which may include a physical on-site inspection. Subscriber shall cooperate with HireRight's client credentialing process and pay the associated fee, if any, set forth in this Agreement. Subscriber shall designate to HireRight the name of a "Super User(s)" who shall be: (i) Subscriber's main contact(s) for the services obtained under this Agreement, and (ii) responsible for the strict administration and control of Subscriber's account login codes and passwords. The Super User(s) shall identify and authorize all Subscriber account users and their respective access privileges, and promptly notify HireRight of any changes to Subscriber's company name, physical address, account users and if any account login codes or passwords become invalid, inactive or compromised in any manner. In accordance with Section 4, a Super User may be an Outsourced Provider.
- (c) **Data Privacy and Security.** Subscriber shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect against unauthorized access to and/or misuse of the HireRight system and Screening Reports. At a minimum, Subscriber shall comply with the Information Access & Security Requirements set forth in Attachment A. HireRight may, in its reasonable discretion and without penalty, suspend and, upon written notice, cancel Subscriber's account if HireRight reasonably suspects or identifies any misuse of or unauthorized access to its system and/or Screening Reports through Subscriber's account.
- (d) **Audits and Record Retention.** HireRight, on behalf of itself and/or its Suppliers (e.g. State Departments of Motor Vehicles, National Credit Bureaus, etc.) may conduct reasonable periodic audits of Subscriber's compliance with this Agreement. Unless otherwise prohibited by applicable Laws, Subscriber shall, for a minimum period of five (5) years, maintain copies of all Applicant screening disclosure/consent forms and, as applicable, all pre-adverse and adverse action notices (as further described in Attachment A). Subscriber shall, upon reasonable advance notice, during its normal business hours, make available to HireRight and/or its Suppliers such documentation reasonably requested to demonstrate Subscriber's compliance with its obligations in this Agreement. If Subscriber becomes aware of an audit initiated by a third-party involving HireRight's Screening Reports or other services provided pursuant to this Agreement, Subscriber shall provide HireRight prompt written notice of the audit. Subscriber shall not provide access to its HireRight account or Screening Reports to any auditing party unless required to do so by applicable Laws and HireRight expressly consents to such access request.

- (e) Prohibition on Resale or Reuse of Reports. Subscriber shall not, directly or indirectly, sell, transfer, disclose the contents of or distribute Screening Reports, in whole or in part, to any third-party (other than to the applicable Applicant or in conjunction with a Required Disclosure, as defined below in Section 10(c)). Subscriber shall use Screening Reports solely as an end-user, for a single, one-time use.
- (f) Adjudication Details and Responsibility. This Section 2(f) is only applicable if Subscriber utilizes HireRight's Managed Adjudication Services, as described below and subject to applicable product/service specifications. If Subscriber elects to obtain such services, Subscriber shall provide HireRight with the criteria, guidelines and instructions established by Subscriber for determining whether the information in an Applicant's Screening Report satisfies Subscriber's eligibility criteria ("Adjudication Guidelines"). HireRight will apply Subscriber's Adjudication Guidelines to the Screening Report information reported by HireRight and then provide to Subscriber a status that reflects the outcome of such application ("Managed Adjudication Services"); provided, however, that HireRight will not apply any "does not meet" or equivalent final adverse status, which ultimately must be determined and applied by Subscriber. If HireRight performs Managed Adjudication Services on behalf of Subscriber, HireRight's sole responsibility will be to perform such services accurately in accordance with Subscriber's then-current Adjudication Guidelines provided to HireRight. Subscriber represents and warrants to HireRight that the Adjudication Guidelines comply with all applicable Laws and acknowledges that Subscriber is solely responsible for the creation and content of the Adjudication Guidelines and for ensuring such compliance on an ongoing basis. Subscriber may update its Adjudication Guidelines from time to time by providing advance written notice to HireRight, and such updated Adjudication Guidelines will be effective upon HireRight's written confirmation to Subscriber.
- (g) Compliance Responsibility; No Legal Advice. Subscriber acknowledges that HireRight will not render any opinions regarding Screening Report content, and Subscriber shall base its screening processes, criteria, Adjudication Guidelines (if applicable) and decisions on its own policies, procedures and review of applicable Laws. Any consultation, training and/or sample forms (e.g., disclosure and authorization forms, and pre-adverse and adverse action notices) provided by HireRight are provided for informational purposes only, and not for the purpose of providing legal advice and/or Subscriber's reliance. SUBSCRIBER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR, AND FOR CONSULTING ON AN ONGOING BASIS WITH ITS OWN LEGAL COUNSEL FAMILIAR WITH SUBSCRIBER'S LEGAL/REGULATORY OBLIGATIONS RELATED TO, THE COMPLIANT PROCUREMENT AND USE OF SCREENING REPORTS AND OTHER SERVICES OBTAINED PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION (AND COLLECTIVELY DEFINED AS "SUBSCRIBER COMPLIANCE OBLIGATIONS"): FULFILLING ITS COMPLIANCE OBLIGATIONS IN THIS AGREEMENT; ENSURING THAT ITS DISCLOSURE AND AUTHORIZATION FORMS AND PROCESSES, ADJUDICATION GUIDELINES AND PROCESSES, PROFESSIONAL REFERENCE QUESTIONS AS PREPARED OR REQUESTED BY SUBSCRIBER, PRE-ADVERSE ACTION AND ADVERSE ACTION NOTICE FORMS AND PROCESSES, AND ALL OTHER PAPERWORK AND FORMS UTILIZED BY OR ON BEHALF OF SUBSCRIBER IN ITS HIRING AND APPLICANT SCREENING PRACTICES ARE APPROPRIATE FOR ITS USE AND IN COMPLIANCE WITH ALL APPLICABLE LAWS. SUBSCRIBER SHALL NOT ASSERT ANY CLAIM AGAINST HIRERIGHT FOR, AND WAIVES LIABILITY AGAINST HIRERIGHT FOR, ANY CLAIMS REGARDING OR ARISING OUT OF THE SUBSCRIBER COMPLIANCE OBLIGATIONS.
- (h) Applicant Information and Identity Verification. Subscriber acknowledges that, in preparing Screening Reports, HireRight relies on the Applicant identifying information (such as, without limitation, name, date of birth, social security number or applicable national ID, and address) provided to HireRight by the Applicant and/or Subscriber, as applicable. Subscriber acknowledges that: (i) Subscriber is responsible for confirming that the Applicant is who they claim to be; and (ii) Subscriber is advised to review the completed Screening Report in comparison to the Applicant's job application and I-9 information, if applicable, to ensure that the Applicant identifying information provided to and used by HireRight to prepare the Screening Report, as well any additional identifying information obtained by HireRight while preparing the Screening Report, matches the identifying information provided by the Applicant to Subscriber. Subscriber understands that: (i) erroneous or falsified Applicant identifying information may cause the Screening Report to be incomplete and/or inaccurate; and (ii) HireRight is not responsible for determining whether the identifying information submitted about the Applicant is erroneous or falsified.

### **3. HIRERIGHT OBLIGATIONS.**

- (a) Compliance with FCRA and Other Applicable Laws. HireRight shall comply with all Laws applicable to HireRight in its preparation and transmission of Screening Reports and other services provided pursuant to this Agreement.
- (b) Service Performance; Service Revisions. Upon Subscriber's request, HireRight shall, in accordance with the terms of this Agreement, perform the services identified in the Schedule of Fees attached hereto as Attachment B, as may be amended by the parties from time to time ("Schedule of Fees"). Subscriber acknowledges that: (i) HireRight may fulfill its services under this Agreement through its affiliates, subsidiaries and subcontractors, provided, HireRight shall remain solely responsible for its obligations under this Agreement, and (ii) HireRight relies on the information furnished by Subscriber, Subscriber's Applicants, and third-party information suppliers ("Suppliers") when preparing Screening Reports. Subscriber acknowledges that HireRight may, from time to time, modify, enhance and/or discontinue specific services. HireRight will use commercially reasonable efforts to provide notice to Client if a service will be discontinued or materially changed.

- (c) Training and Account Implementation. The fees set forth in the Schedule of Fees include HireRight's standard account implementation services and HireRight's standard user-training as detailed in Attachment B. Subscriber acknowledges that reasonable additional service support fees may apply if Subscriber cancels scheduled training sessions without providing reasonable advance notice to HireRight or HireRight otherwise provides non-standard training to Subscriber.
  - (d) Data Privacy and Security. HireRight shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect Applicant data against HireRight's accidental or unlawful destruction and unauthorized disclosure or access. HireRight is not responsible for disclosure or compromise of such data due to Subscriber's acts or omissions, or otherwise resulting from use of Subscriber's passwords or accounts, due to no fault of HireRight.
  - (e) Record Retention. Subject to Section 13(c), during the Term of this Agreement, HireRight shall maintain Screening Report information for a minimum of five (5) years, unless otherwise required or prohibited by applicable Laws.
  - (f) Management Reports. HireRight shall provide Subscriber with HireRight's standard "Management Reports" functionality to enable Subscriber to generate available reports relating to Subscriber's account activity.
  - (g) Service Standards; Disclaimer of Warranty. HIRERIGHT'S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. HIRERIGHT WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH SCREENING REPORT, AND HIRERIGHT WILL RE-VERIFY ANY DISPUTED SCREENING REPORT INFORMATION IN ACCORDANCE WITH APPLICABLE LAWS (COLLECTIVELY, "HIRERIGHT COMPLIANCE OBLIGATIONS"). SUBSCRIBER ACKNOWLEDGES THAT HIRERIGHT IS NEITHER AN INSURER NOR GUARANTOR OF THE ACCURACY, RELIABILITY, VALIDITY, DEPTH OR COMPLETENESS OF THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS SUBJECT TO HUMAN ERROR AND IS OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD-PARTY SOURCES THAT ARE NOT UNDER THE CONTROL OF HIRERIGHT AND MAY NOT ALWAYS BE ACCURATE, CONSISTENT, VALID OR COMPLETE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, HIRERIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NONINTERRUPTION OF SYSTEM USE.
  - (h) Matching and Reporting Guidelines. Subscriber acknowledges that in performing its services under this Agreement HireRight follows certain internally developed and defined record matching and reporting guidelines designed for HireRight to meet its accuracy and compliance obligations (collectively, "Reporting Guidelines"). The Reporting Guidelines are subject to change from time to time in HireRight's sole discretion (subject to HireRight's compliance with applicable Laws). HireRight makes a summary of such Reporting Guidelines available to Subscriber from within Subscriber's password-protected HireRight account. The Reporting Guidelines constitute HireRight's Confidential Information and are made available to Subscriber only for its use in understanding HireRight's Reporting Guidelines. Any further distribution of the Reporting Guidelines by Subscriber is strictly prohibited.
  - (i) Professional Reference Services. If Subscriber engages HireRight to perform professional reference checks, HireRight's sole responsibility in fulfilling such services will be to: (i) accurately convey to the party providing the reference ("Reference Provider") the reference questions provided or selected by Subscriber; and (ii) accurately convey the Reference Provider's responses to Subscriber's reference questions, subject to adjustments HireRight determines in good faith are necessary or advisable to ensure HireRight's compliance with applicable Laws in conveying such responses. Subscriber shall indemnify, defend and hold HireRight harmless from and against any Claims (as defined below in Section 12) to the extent arising out of: (i) the content of reference questions that have been customized at Subscriber's request; or (ii) the content of a Reference Provider's responses accurately reported by HireRight as received from the Reference Provider, to the extent permitted by law.
4. **OUTSOURCED PROVIDER**. This Section 4 is only applicable if Subscriber uses Outsourced Provider services, as outlined below. If Subscriber uses an outsourced human resources provider ("Outsourced Provider") which, for purposes of this Agreement, shall be acting as an authorized agent of Subscriber in connection with Subscriber's permissible procurement and use of HireRight's Screening Reports and other services, Subscriber shall first identify to HireRight in writing the identity of the Outsourced Provider and shall require, by written agreement, its Outsourced Provider to comply with all terms of this Agreement applicable to Subscriber (including, without limitation, compliance with all Laws with respect to the procurement and use of Screening Reports; protection of the confidentiality of HireRight's Confidential Information; and prohibition against re-using, transferring (other than to Subscriber or its Applicant) and/or reselling Screening Reports). As between Subscriber and HireRight, Subscriber agrees that it shall be fully responsible for the actions or inactions of its Outsourced Provider and that any violation by its Outsourced Provider of applicable Laws or the terms of this Agreement shall be considered a violation of this Agreement by Subscriber. Subscriber authorizes HireRight to deal directly with the Outsourced Provider as Subscriber's authorized agent, and as between Subscriber and HireRight, Subscriber shall be responsible for ensuring that all necessary consents of Applicants have been obtained to permit HireRight to disclose the Applicants' Screening Reports to the Outsourced Provider. The Outsourced Provider shall perform its services onsite at Subscriber's place of business. If the Outsourced Provider wishes to perform its services for Subscriber and/or access or retain Screening Reports at the Outsourced Provider's own business premises, Subscriber shall notify HireRight in advance, and HireRight shall have the right, at Subscriber's cost of \$150, to perform for regulatory compliance purposes HireRight's standard

company credentialing procedures with respect to Outsourced Provider, which may include a brief physical inspection of the Outsourced Provider's business premises. Subscriber shall obtain HireRight's advance consent (not to be unreasonably withheld) of any replacement of its Outsourced Provider. Subscriber acknowledges that, due to statutory and/or contractual obligations and restrictions, some HireRight services may not be available through an Outsourced Provider relationship and, of those that are available, some may require additional paperwork from Subscriber and/or Outsourced Provider.

5. **EXTENDED WORKFORCE SCREENING.** This Section 5 is only applicable if Subscriber uses HireRight's Extended Workforce Screening services, as outlined below. Upon execution by Subscriber's authorized third-party vendor(s) (each, a "Vendor") of HireRight's Extended Workforce Subscriber Agreement, HireRight shall furnish to Vendors, upon their request, Screening Reports with respect to the Vendor's own applicants or employees (each, a "Vendor Applicant") who are being evaluated to provide services on behalf of the Vendor to Subscriber. Subject to the Vendor's consent, and at Subscriber's request, HireRight will provide Subscriber with system access to the Vendor Applicant Screening Reports solely for purposes of auditing and, if applicable, adjudicating the results thereof to determine the Vendor Applicant's eligibility to perform contracted services for Subscriber. Subscriber shall not use the Vendor Applicant Screening Reports for any other purpose. Subscriber shall comply with all applicable Laws and the terms of this Agreement (including, without limitation, with respect to the access, retention, destruction and use of the Vendor Applicant Screening Reports). Subscriber and Vendor shall consult and facilitate with each other to provide proper Vendor Applicant disclosure and obtain proper Vendor Applicant consent and, as applicable, determine if and when an "adverse action(s)" (within the meaning of the FCRA or other applicable Laws) has occurred or will occur in relation to Vendor Applicant Screening Reports and, in such event, determine which party or parties (i.e., Subscriber and/or Vendor) shall provide the Vendor Applicant with appropriate pre-adverse action and adverse action notifications, as applicable and in accordance with applicable Laws. HireRight will configure the Vendor's screening packages in accordance with Subscriber's instructions provided to HireRight from time to time. Unless otherwise agreed by the parties in writing, HireRight's fees for the Vendor Applicant Screening Reports will correspond to Subscriber's fees set forth in this Agreement, and unless Subscriber has expressly agreed in writing to assume the fees for the Vendor Applicant Screening Reports, HireRight will bill the Vendor directly for such services and Subscriber shall not be responsible for such fees. Subscriber's continued system access privileges (if any) to the Vendor Applicant Screening Reports will cease upon expiration or earlier termination of this Agreement. Subscriber acknowledges that, due to statutory and/or contractual obligations and restrictions, some HireRight services may not be available through an Extended Workforce Screening relationship and, of those that are available, some may require additional paperwork from Subscriber and/or Vendor.
6. **I-9 & E-VERIFY VERIFICATION OBLIGATIONS AND SERVICES.** Subscriber acknowledges that HireRight's services do not alleviate Subscriber of its responsibility for performing in-person verification of its employees' identities, checking photo identification and completing, verifying and retaining the employees' Form I-9 and other documentation, each as and to the extent required by applicable Laws. In addition, if Subscriber obtains HireRight's I-9 and/or E-Verify employment eligibility services pursuant to this Agreement, Subscriber and HireRight agree to comply with the following obligations, as applicable based on the particular service(s) obtained by Subscriber:
- (a) **Subscriber I-9 Obligations.** Subscriber shall identify and comply with all Laws applicable to Subscriber in connection with its use of I-9 services.
  - (b) **HireRight I-9 Obligations.** If Subscriber orders the HireRight I-9 Solution, HireRight will provide Subscriber an electronic Form I-9 that meets U.S. Citizenship and Immigration Services ("USCIS") regulations related to electronic Form I-9 management.
  - (c) **Subscriber E-Verify Obligations.** Subscriber acknowledges that it is Subscriber's responsibility to complete all E-Verify Checks in accordance with applicable Laws. Subscriber shall: (i) identify and comply with all Laws applicable to Subscriber in connection with its use of E-Verify Checks, (ii) provide HireRight with the information requested in the E-Verify Company Profile document provided by HireRight for purposes of obtaining a unique E-Verify Program ID number for Subscriber, (iii) enter into the E-Verify Memorandum of Understanding ("MOU") with the Department of Homeland Security ("DHS"), and (iv) comply with its obligations under the MOU, including, without limitation, restricting E-Verify Checks to only its employees hired after the effective date of the MOU. Employers acting as federal contractors shall restrict E-Verify Checks to all existing employees or only existing employees assigned to specific federal contracts covered by the Federal Acquisition Regulation ("FAR") rule. Employers that are already enrolled in E-Verify at the time of a federal contract award but are not enrolled in the system as a federal contractor with the FAR E-Verify Clause must notify HireRight and complete an updated E-Verify Company profile document within thirty (30) days after assignment to the federal contract.
  - (d) **HireRight E-Verify Obligations.** If Subscriber orders E-Verify Checks, HireRight shall enter into the MOU as Subscriber's E-Verify Employer Agent, and HireRight shall comply with its obligations under the MOU.
7. **MOTOR VEHICLE REPORTS; ALIAS/ADDRESS HISTORY SERVICES; DRUG AND HEALTH SERVICES; PROFESSIONAL SERVICES.**
- (a) **Motor Vehicle Reports.** Subscriber acknowledges that motor vehicle reports ("MVRs") and related information are considered Screening Reports for purposes of this Agreement. If Subscriber requests MVRs or related information from HireRight under this Agreement, then Subscriber further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Subscriber's business in all states where Subscriber

conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the procurement and use of MVRs, including, without limitation, the FCRA and the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"); (iii) it will not use the MVRs to build its own database; and (iv) it will, from time to time upon HireRight's request, execute paperwork required by applicable state Departments of Motor Vehicles and/or other data sources for Subscriber's access to MVRs.

- (b) **Alias/Address History Services.** HireRight has obtained limited license rights to provide to its clients certain "nonpublic personal information" ("Alias/Address History Services") as defined in and regulated by the Gramm-Leach-Bliley Act (15 U.S.C. §6801, et seq.) and related state laws (collectively, "GLBA"). Alias/Address History Services include, but are not limited to, data regarding an Applicant's residential address history and "Alias" names that might have been used by the Applicant. Alias/Address History Services do not include consumer credit information or other types of information subject to the permissible purposes set forth in the FCRA. Even if Subscriber orders Alias/Address History Services, Subscriber acknowledges that it must separately and additionally order HireRight's AKA Search product if Subscriber wants HireRight to perform additional searches based on the Alias name information obtained with the Alias/Address History Services; otherwise, HireRight will search using only the Applicant's name as provided to HireRight by Subscriber or its Applicant, as applicable. If Subscriber obtains Alias/Address History Services from HireRight, Subscriber shall comply with the following requirements and restrictions (which are based on statutory and/or Supplier requirements): (i) Subscriber will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Alias/Address History Services, in whole or in part, to any third-party (other than to the applicable Applicant), and Subscriber shall use the Alias/Address History Services solely as an end-user, for a single, one-time use with respect to an Applicant; (ii) Subscriber's sole purpose for requesting Alias/Address History Services will be to verify the accuracy and completeness of information provided to Subscriber by the Applicant in connection with the transaction pursuant to which the Applicant authorized Subscriber to obtain a report regarding the Applicant; (iii) Subscriber will limit its use of Alias/Address History Services to the foregoing stated purpose; (iv) Subscriber will take appropriate measures so as to protect against the misuse of the Alias/Address History Services; (v) Subscriber will not use any information obtained in connection with the Alias/Address History Services, in whole or in part, for the purpose of serving as a factor in determining the Applicant's eligibility for credit, insurance, employment or any other product, service or transaction not authorized in this paragraph; and (vi) Subscriber will not use the information provided in connection with the Alias/Address History Services for any purpose that would violate the Privacy Rule, 16 CFR Part 313, implemented pursuant to the GLBA, or any other provisions of the GLBA or other applicable law, rule, or regulation. For clarification, this Section 7(b) does not restrict Subscriber's right to use information in Screening Reports (other than Alias/Address History Services data) for determining an Applicant's employment eligibility in accordance with this Agreement.
- (c) **Drug and Health Services.** In the event Subscriber wishes to obtain HireRight's Drug and Health Services pursuant to this Agreement, the Parties must first execute additional paperwork addressing relevant statutory and/or contractual obligations and restrictions.
- (d) **Professional Services.** Unless otherwise expressly stated in Attachment B, HireRight's fees in the Schedule of Fees correspond to HireRight's standard technology, product and service offerings, and exclude any customized technology development, training, reporting, product features and service levels. Should Subscriber request (and HireRight agree to provide) such customization, the parties shall set forth the corresponding terms and fees in a mutually acceptable written statement of work, addendum or amendment.
8. **AFFILIATE ORDERING RIGHTS.** Upon HireRight receiving authorization from Subscriber in a form reasonably acceptable to HireRight, HireRight will permit an Affiliate of Subscriber to order HireRight's services under the same terms and conditions as this Agreement, provided that: (i) the Affiliate is neither an existing customer nor a competitor of HireRight, (ii) the Affiliate satisfies HireRight's standard account access credentialing requirements, and (iii) the Affiliate and/or Subscriber, as applicable, execute a mutually acceptable "join-on" agreement, "letter of authorization", or equivalent, that binds the Affiliate to the terms of this Agreement, and includes a compliance certification from Affiliate reasonably acceptable to HireRight. For purposes of this provision, "Affiliate" means any entity controlling, controlled by or under common control with Subscriber.
9. **PAYMENT TERMS; FEES.**
- (a) **Creditworthiness; Right to Assurance.** Subscriber agrees that HireRight may determine Subscriber's creditworthiness through HireRight's review of available data and verification sources, and HireRight may establish Subscriber's payment terms under this Agreement based on such review. Upon HireRight's request, Subscriber shall provide to HireRight Subscriber's relevant financial information that HireRight determines is reasonably necessary for establishing Subscriber's payment terms. If, at any time, Subscriber fails to comply with the payment terms of this Agreement, if Subscriber experiences a material adverse change in its financial condition, if Subscriber presents an undue risk of non-payment in HireRight's reasonable opinion, or if HireRight has a good faith reason to believe Subscriber does not intend to, or is unable to perform its obligations in this Agreement, HireRight may at its option (and in addition to any other remedies available by Law or in this Agreement) exercise one or more of the following rights: (i) require a deposit or other form of payment security from Subscriber; (ii) adjust Subscriber's payment terms; (iii) refuse to accept additional orders from Subscriber; and/or (iv) require adequate written assurance of Subscriber's intent and ability to perform its obligations.

- (b) Payment Terms; Billing Disputes. HireRight shall invoice Subscriber on a monthly basis, and Subscriber shall pay all amounts due within thirty (30) days of receiving the invoice, subject to any payment term modifications made by HireRight pursuant to Sections 9(a) or 9(b) of this Agreement (in which case, HireRight will provide written notice to Subscriber). Subscriber shall promptly review each invoice and notify HireRight of any alleged errors or disputes on or before the due date of such invoice. Subscriber waives the right to dispute any charges or other invoice details not disputed within such timeframe. If all undisputed amounts due are not received by HireRight by the due date, HireRight may, in addition to its rights in Section 9(a) and upon ten (10) days advance written notice: (i) suspend Subscriber's account until such time as all delinquent payments are received, and/or (ii) charge Subscriber interest on the outstanding balance at a rate that is the lesser of: (a) 1½% per month, or (b) the highest rate permitted by applicable Laws. Subscriber shall reimburse HireRight for any attorneys' fees and reasonable costs incurred by HireRight in connection with efforts to collect amounts due from Subscriber under this Agreement.
- (c) Fees; Taxes; Fee Revisions. Subscriber shall pay for all services provided pursuant to this Agreement at the rates set forth in the Schedule of Fees. HireRight's fees are exclusive of any sales taxes or value added taxes and other similar indirect taxes ("VAT") applicable to the services. If HireRight's services are or become subject to sales tax or VAT, then Subscriber shall be responsible for such taxes and, where applicable, Subscriber shall self-account for local VAT via a self-charging or reverse charge mechanism. If Subscriber requests and HireRight provides additional services not initially set forth in the Schedule of Fees, such added services will be hereby incorporated into this Agreement at HireRight's then-current rates unless otherwise mutually agreed in writing by the parties. Subscriber shall pay all pass-through fees, applicable taxes and charges made by information sources or Suppliers for release of information and records used in compiling Screening Reports. Such pass-through fees, taxes and charges are subject to change without prior notice. HireRight may reasonably revise the pricing rates in this Agreement upon providing thirty (30) days advance notice to Subscriber and such changes will become effective without requiring formal amendment to this Agreement. In addition, if at any time there are changes in Laws (including, without limitation, any ordinances or other regulatory, administrative or governmental acts or measures) that increase HireRight's cost of providing services under this Agreement or reasonably require additional related services to be provided by HireRight, or in HireRight's determination restrict its ability to reasonably continue to provide the services pursuant to the terms of this Agreement, HireRight may, upon providing written notice to Subscriber, and in addition to its rights under Section 3(b) of this Agreement, add a reasonable surcharge or pricing modification to cover the added costs of providing the affected service(s). Subscriber acknowledges that it will be responsible for charges resulting from its errors in inputting data, duplicate order entries, and order cancellations initiated after processing has commenced.

## **10. CONFIDENTIAL INFORMATION.**

- (a) Confidential Information Defined. Pursuant to this Agreement, each party ("Disclosing Party") may disclose or make available to the other party ("Receiving Party"), whether orally or in physical form, non-public confidential or proprietary information concerning the Disclosing Party and its business, products and/or services, including, without limitation, its software; systems and technology; product and service specifications, methodologies and strategies; financial condition/financial results; pricing; Screening Reports; invoices; and trade secrets and other intellectual property (collectively, "Confidential Information"). Confidential Information does not include information that: (i) was rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (ii) was or is independently developed by the Receiving Party without use of the Confidential Information; (iii) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and such source is not, to the best of the Receiving Party's knowledge, under any obligation to keep such information confidential.
- (b) Duty of Confidentiality. The Receiving Party agrees: (i) to keep confidential and hold in strict confidence the Confidential Information; (ii) to take all commercially reasonable precautions to protect the confidentiality of the Confidential Information (which precautions shall be no less than those employed by the Receiving Party to preserve the confidentiality of its own confidential materials and information); (iii) that it will not, without the prior written consent of the Disclosing Party, or except in conjunction with a Required Disclosure, disclose any portion of the Confidential Information to any third-party; (iv) not to copy or reproduce the Confidential Information, except as reasonably required for the purposes contemplated in this Agreement (in which case Receiving Party shall ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies); (v) not to reverse engineer or disassemble any products, software, technology or tangible objects that utilize or contain such Confidential Information; and (vi) to return and/or destroy all Confidential Information of the Disclosing Party upon request.
- (c) Required Disclosures. If the Receiving Party is requested in any judicial or administrative proceeding or by any governmental or regulatory authority (whether by depositions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, or similar processes) or otherwise required by applicable Laws to disclose the Confidential Information (collectively, a "Required Disclosure"), the Receiving Party may make such disclosure, provided, to the extent legally permissible, it gives prompt written notice to the Disclosing Party of such Required Disclosure so that Disclosing Party may seek an appropriate protective order. HireRight will not: (i) be restricted from disclosing to Applicants their Screening Reports and file information, (ii) be restricted from disclosing Confidential Information to the extent necessary to perform its obligations under this Agreement, or (iii) be required to destroy, erase or return any Screening Reports or related Applicant data in HireRight's files.

**11. LIMITATION OF LIABILITY.** To the fullest extent permitted by applicable Laws, each party's total liability to the other party pursuant to this Agreement ("Limitation of Liability") shall not exceed three (3) times the fees paid by Subscriber and collected by HireRight pursuant to this Agreement within the twelve (12) month period immediately preceding the event(s) giving rise to the claim. HireRight's liability shall be further limited to the extent that any Applicant conduct giving rise to the claim, and the damages sustained thereby, are reasonably of the same class as the Screening Report record(s) at issue (e.g., should HireRight fail to accurately report an Applicant's motor vehicle record containing a moving violation, and if the Applicant is subsequently terminated by Subscriber for poor performance in a non-driving capacity, such performance would not be conduct of the same class as the moving violation). With respect to HireRight's liability relating to any Applicant claim alleging inaccurate or incomplete Screening Report information, Subscriber shall, prior to having taken any action adverse to the Applicant based on the inaccurate or incomplete Screening Report information, have provided HireRight a reasonable opportunity to reinvestigate the disputed information in accordance with HireRight's FCRA-imposed reinvestigation obligations and deadlines, and Subscriber shall indemnify HireRight for failure to do so. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE FEES SET FORTH IN THIS AGREEMENT ARE BASED IN PART ON THE LIMITATIONS OF LIABILITY IN THIS SECTION 11. HireRight and Subscriber shall each use good faith reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to this Agreement.

**12. INDEMNIFICATION.** To the fullest extent permitted by applicable Laws, (i) each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party and its officers, directors, employees, affiliates, representatives, agents, contractors and Suppliers (collectively, "Indemnified Party") from and against any third-party claims, demands, suits, judgments, costs, expenses, losses and liabilities, including, without limitation, reasonable attorneys' fees (collectively, "Claims"), to the extent arising out of the Indemnifying Party's failure to comply with the FCRA or other applicable Laws; (ii) HireRight shall indemnify, defend and hold harmless Subscriber and its officers, directors, employees, affiliates, representatives, agents, and contractors for any Claims arising out of HireRight's failure to comply with the HireRight Compliance Obligations defined in Section 3(g) of this Agreement; and (iii) Subscriber shall indemnify, defend and hold harmless HireRight and its officers, directors, employees, affiliates, representatives, agents, contractors and Suppliers for any Claims arising out of the Subscriber Compliance Obligations defined in Section 2(g) of this Agreement. Each party's total aggregate liability under this Section 12 shall not exceed the Limitation of Liability applicable to such party as set forth in Section 11, to the extent permitted by law.

Procedure. An Indemnified Party seeking indemnification pursuant to this Agreement shall provide the Indemnifying Party with prompt written notice of a Claim and shall cooperate with the Indemnifying Party in good faith and in all reasonable respects in connection with the defense of any such action at the expense of the Indemnifying Party. The Indemnified Party may, at its option, participate in the defense of any such Claim, with its separate counsel and at its own cost, and the Indemnifying Party agrees to cooperate in good faith and in all reasonable respects with such counsel; provided, however, that the Indemnifying Party shall have sole control of the defense and any settlement of such Claim or action, and the Indemnified Party shall not compromise or settle any such Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall not without the consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), enter into any settlement that requires a finding or admission of fault of the Indemnified Party, or reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to, or otherwise prejudice the Indemnified Party.

**13. TERM; TERMINATION; ACCOUNT DEACTIVATION.**

- (a) Term. The term of this Agreement ("Term") commences on the Effective Date and, unless otherwise terminated pursuant to the terms of this Agreement, will continue in force for an initial period of three (3) years, and thereafter will automatically renew for successive periods of one (1) year each. If services are provided following termination or expiration of this Agreement, all terms and conditions of this Agreement shall apply to such services.
- (b) Termination; Suspension. Either party may terminate this Agreement at any time: (i) for convenience, upon delivery of sixty (60) days advance written notice to the other party, or (ii) for cause, in accordance with this Section 13(b). A party may terminate this Agreement upon delivery of written notice to the other party if the non-terminating party: (i) defaults in the performance of its material obligations in this Agreement and fails to substantially cure such default within thirty (30) days after receipt of a written notice of breach, or (ii) becomes the subject of any proceeding commenced under the United States Bankruptcy Code, or executes an assignment for the benefit of creditors or files for relief under any applicable reorganization, moratorium or similar debtor relief Laws. Additionally, HireRight may suspend performance under this Agreement without penalty upon written notice to Subscriber if: (i) Subscriber's breach of this Agreement is reasonably determined by HireRight to be a violation of Law or to present a risk of non-compliance by HireRight with applicable legal or contractual obligations, (ii) required by a Supplier, (iii) Subscriber fails to timely pay amounts due under this Agreement, or (iv) HireRight reasonably suspects or identifies any misuse of or unauthorized access to its system and/or the services or Subscriber's account.
- (c) Access to Screening Reports. Following the expiration or termination of this Agreement, HireRight will provide Subscriber with a reasonable time frame to: (i) download for its records copies of its Applicant Screening Reports, and/or (ii) obtain from HireRight, at HireRight's then-current fee, a CD or similar format containing copies of

Subscriber's Applicant Screening Reports. Thereafter, HireRight shall have no further duty to maintain copies of Applicant Screening Reports for access by Subscriber.

- (d) **Account Deactivation.** Subscriber acknowledges that if Subscriber is determined at any time not to meet HireRight's standard client credentialing requirements and as a result Subscriber's account is not activated, or is subsequently deactivated, then any prior charges incurred related to Subscriber's account, whether for account set-up registration or for pending or completed orders, shall be promptly paid to HireRight by Subscriber. HireRight may suspend or deactivate Subscriber's account(s) in the event Subscriber does not place any orders under its account(s) for an extended period of time, as determined in accordance with HireRight's standard account policies.
- (e) **Survival.** All provisions of this Agreement that by their nature are reasonably intended to have effect after termination or expiration of this Agreement (including, without limitation, compliance, audit rights, privacy, data protection, confidentiality, dispute resolution, indemnity and limitation of liability) shall survive such termination or expiration. Notwithstanding any termination, expiration or cancellation of this Agreement, Subscriber shall remain responsible for all charges incurred by Subscriber and for all of Subscriber's compliance obligations pursuant to this Agreement.
- 14. **NOTICES.** Any notices regarding this Agreement: (i) must be in writing, (ii) must be delivered (a) in person, (b) by certified mail, return receipt requested, postage pre-paid, or (c) by a nationally recognized overnight delivery service; (iii) must be delivered to the applicable party at the address set forth below in this Section 14, or such other address as a party may designate by notice in accordance with this Section 14; and (iv) will be deemed given on the date of delivery.

**Notices to HireRight:**

HireRight, LLC.  
3349 Michelson Dr., Suite 150  
Irvine, CA 92612  
Attn: Legal Department

**Notices to Subscriber\*:**

Hidalgo County [Company Name]  
100 East Cano, 2<sup>nd</sup> Floor [Address]  
[Address]  
Edinburg, Texas 78539 [City, State, Zip]  
COUNTY JUDGE [Attn:]

*\*If Subscriber's contact information is not completed here, notices to Subscriber will be provided to the address provided by Subscriber to HireRight during the account set-up process.*

- 15. **LEGAL SUPPORT SERVICES.** Except in relation to HireRight's express indemnity obligations set forth in this Agreement, if any, if HireRight (including any of its affiliates and subsidiaries) assists Subscriber or is otherwise required to participate in preparation for, defense of, or responding to any legal or regulatory proceedings involving or relating to Subscriber, including, without limitation, subpoenas, depositions, hearings and trials (collectively, "Legal Support Services"), Subscriber shall reimburse HireRight for all costs and expenses HireRight reasonably incurs in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements. HireRight will use reasonable efforts to provide Subscriber advance notice prior to HireRight participating in any Legal Support Services or otherwise incurring costs and expenses that are subject to reimbursement by Subscriber pursuant to this Section 15. Except to the extent required by applicable Law, HireRight is under no obligation to provide Legal Support Services to Subscriber and will evaluate such matters on a case by case basis.
- 16. **MISCELLANEOUS.**
  - (a) **Entire Agreement; No Third-Party Beneficiaries.** This Agreement (including, without limitation, Subscriber's HireRight application paperwork and all attachments hereto, which are hereby incorporated by reference and included in the definition of "Agreement") sets forth the final and complete agreement between the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous written or verbal discussions, and except as otherwise expressly set forth in this Agreement is not intended to confer any rights, remedies or claims to any third-party.
  - (b) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement may be modified only by a writing executed by an authorized representative of both parties. This Agreement may not be modified by any purchase order or similar order forms received from Subscriber, even if HireRight has accepted or acknowledged receipt of such forms.
  - (c) **Waiver.** The failure of a party to enforce its rights in this Agreement shall not be construed as a waiver of such rights.
  - (d) **Severability.** If any provision of this Agreement, in whole or in part, is determined to be illegal, unenforceable or invalid, such provision shall be deleted from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement.
  - (e) **Interpretation.** This Agreement shall be considered drafted mutually by the parties.
  - (f) **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party; provided, however, that HireRight shall have the right to assign this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets. The foregoing limitation on Subscriber's ability to assign this Agreement is due, in part, to HireRight's regulatory obligations and related customer

credentialing procedures and requirements. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns, if any.

- (g) Remedies Cumulative. Subject to the Limitation of Liability in Section 11, all remedies available to either party related to this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- (h) Force Majeure. The obligations of either party to perform under this Agreement (other than payment obligations) shall be excused during a reasonable period of delay caused by matters beyond such party's reasonable control, including, without limitation: changes in Laws; closure or unavailability of universities, courthouse or other data sources; power or internet service failure; third-party system or service integration failure; war; and earthquake, fire, flood or other natural disaster.
- (i) Governing Law; Venue; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. In the event of any dispute between the parties related to this Agreement, if the parties are unable to resolve the dispute after holding good faith and confidential discussions, then the dispute shall be submitted to, and determined exclusively by, binding arbitration conducted in Orange County, California, pursuant to the rules and procedures of Judicial Arbitration and Mediation Services (JAMS). The parties agree that the arbitration proceedings, communications and any resulting decisions/awards shall be treated as confidential unless otherwise required by applicable Laws. Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its Confidential Information.
- (j) Relationship of the Parties. The parties will perform their obligations in this Agreement as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent between the parties.
- (k) Title. Subscriber acknowledges that all title, ownership and intellectual property rights in the HireRight system, products and services, including, without limitation, all work performed under any statement of work by HireRight in the performance of its services, and all documentation relating thereto, shall remain the property of HireRight and/or its licensors or Suppliers, as applicable. Subscriber further acknowledges that HireRight is an aggregator of third-party data and information and that all content contained in Screening Reports is the property of the applicable content owner and may be protected by applicable contract, copyright and related Laws. Subject to applicable Laws and the terms of this Agreement, Subscriber will retain the perpetual right to maintain its copies of Screening Reports.
- (l) Counterparts; Validity of Facsimile and Scanned Signatures. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.
- (m) Signature Authority. Each party represents that this Agreement has been executed on its behalf by a representative authorized to bind such party with respect to the undertakings and obligations contained in this Agreement.

**AGREED:**

**Subscriber**

Company Name\*: HIDALGO COUNTY  
[\*use full legal entity name]

Authorized Signature: \_\_\_\_\_

Name: RAMON GARCIA

Title: COUNTY JUDGE

Date: \_\_\_\_\_

**HireRight, LLC**

Authorized Signature: \_\_\_\_\_

Name: Lisa Schemmer

Title: Associate Counsel

Date: \_\_\_\_\_

credentialing procedures and requirements. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns, if any.

- (g) Remedies Cumulative. Subject to the Limitation of Liability in Section 11, all remedies available to either party related to this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- (h) Force Majeure. The obligations of either party to perform under this Agreement (other than payment obligations) shall be excused during a reasonable period of delay caused by matters beyond such party's reasonable control, including, without limitation: changes in Laws; closure or unavailability of universities, courthouse or other data sources; power or internet service failure; third-party system or service integration failure; war; and earthquake, fire, flood or other natural disaster.
- (i) Governing Law; Venue; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. In the event of any dispute between the parties related to this Agreement, if the parties are unable to resolve the dispute after holding good faith and confidential discussions, then the dispute shall be submitted to, and determined exclusively by, binding arbitration conducted in Orange County, California, pursuant to the rules and procedures of Judicial Arbitration and Mediation Services (JAMS). The parties agree that the arbitration proceedings, communications and any resulting decisions/awards shall be treated as confidential unless otherwise required by applicable Laws. Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its Confidential Information.
- (j) Relationship of the Parties. The parties will perform their obligations in this Agreement as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent between the parties.
- (k) Title. Subscriber acknowledges that all title, ownership and intellectual property rights in the HireRight system, products and services, including, without limitation, all work performed under any statement of work by HireRight in the performance of its services, and all documentation relating thereto, shall remain the property of HireRight and/or its licensors or Suppliers, as applicable. Subscriber further acknowledges that HireRight is an aggregator of third-party data and information and that all content contained in Screening Reports is the property of the applicable content owner and may be protected by applicable contract, copyright and related Laws. Subject to applicable Laws and the terms of this Agreement, Subscriber will retain the perpetual right to maintain its copies of Screening Reports.
- (l) Counterparts; Validity of Facsimile and Scanned Signatures. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.
- (m) Signature Authority. Each party represents that this Agreement has been executed on its behalf by a representative authorized to bind such party with respect to the undertakings and obligations contained in this Agreement.

**AGREED:**

**Subscriber**

Company Name\*: HIDALGO COUNTY  
 [\*use full legal entity name]

Authorized Signature: Ramon Garcia

Name: RAMON GARCIA

Title: COUNTY JUDGE

Date: 3/3/16

APPROVED AS TO FORM *Office of Criminal District Attorney*

By: Josephine Ramirez

Authorized Signature: \_\_\_\_\_

Name: Josephine Ramirez

Title: Assistant District Attorney

Date: 3/2/16

APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 2/16/16 mbs

**HireRight, LLC**

Authorized Signature: \_\_\_\_\_

Name: Lisa Schemmer

Title: Associate Counsel

Date: \_\_\_\_\_

ATTEST

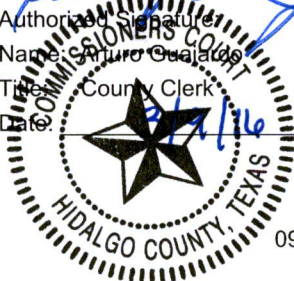
Autie P. O'Quinn

Authorized Signature: \_\_\_\_\_

Name: Autie P. O'Quinn

Title: County Clerk

Date: 3/1/16



**Attachment A**  
**Subscriber Compliance Certification; Information Access & Security Requirements**

**1. Subscriber Compliance Certification**

Subscriber certifies to HireRight as follows with respect to each FCRA-regulated Screening Report Subscriber orders and/or receives:

1. Permissible Purpose. Subscriber shall procure and use Screening Reports only for the legally permissible employment purposes set forth in this Agreement.
2. Applicant Disclosure and Consent. Subscriber shall ensure that prior to its procurement of a Screening Report for *employment purposes*: (i) Subscriber has made a clear and conspicuous disclosure in writing to the Applicant, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes (and for California Applicants, the disclosure shall also include the name, address and telephone number of HireRight, the nature and scope of the investigation requested, a summary of the provisions of Ca. Civil Code §1786.22, and otherwise comply with Ca. Civil Code §1786.16); and (ii) the Applicant has authorized in writing the procurement of the Screening Report by Subscriber (and for CA, OK and MN Applicants, Subscriber shall provide the Applicant, by means of a check box, an option by which the Applicant may indicate on their written consent form that the Applicant wishes to receive a copy of any Screening Report that is prepared).
3. Pre-Adverse Action Disclosures. In using a Screening Report for *employment purposes*, before taking any adverse action based in whole or in part on the Screening Report, Subscriber shall provide to the Applicant to whom the Screening Report relates: (i) a copy of the Screening Report; and (ii) a description in writing of the rights of the Applicant under the FCRA, as prescribed under FCRA §609 (“Summary of Consumer Rights”, a copy of which is currently available at: [www.hireright.com/PDFs/FTCCConsumerRights.pdf](http://www.hireright.com/PDFs/FTCCConsumerRights.pdf)), and any other notices required by applicable Laws.
4. Adverse Action Disclosures. After providing the Applicant with the pre-adverse action disclosure described in paragraph 3 above (to the extent applicable), and after Subscriber has given the Applicant a reasonable period of time and opportunity to dispute the accuracy or completeness of the information contained in their Screening Report, Subscriber will, if intending to take adverse action with respect to the Applicant based in whole or in part on information contained in the Screening Report, send the Applicant a follow-up notification that the Subscriber is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report. Such notification must meet all applicable requirements set forth in FCRA §615 and any other notices required by applicable Laws.
5. Equal Employment Opportunity Law Compliance. The information from the Screening Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
6. Investigative Consumer Reports. For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that Subscriber procures from HireRight, Subscriber has complied with its obligations under FCRA §606(a) and (b), including, without limitation, the following:
  - i) clearly and accurately disclosing to the Applicant that an Investigative Consumer Report including information as to the Applicant’s character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure:
    - (1) is made in writing mailed, or otherwise delivered, to the Applicant not later than three days after the date on which the report was first requested; and
    - (2) includes a statement informing the Applicant of his right to request the additional disclosures provided for under FCRA §606(b) as set forth in 6(b) below, and a written Summary of Consumer Rights; and
  - ii) upon written request made by the Applicant within a reasonable period of time after the Applicant’s receipt of the required disclosure referenced in paragraph 6(a) above, Subscriber will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the later.

**Attachment A**  
**Subscriber Compliance Certification; Information Access & Security Requirements**

**2. Information Access & Security Requirements**

1. Subscriber shall protect its HireRight account identification number(s) and password(s) ("Account IDs") so that only key Subscriber personnel with an authorized need-to-know this sensitive information are given the ability to order and access Screening Reports. Subscriber shall not post or otherwise publicly display its Account IDs. If a person who knows the Account IDs leaves Subscriber's company or no longer needs to have access due to a change in duties, Subscriber shall immediately change such Account IDs.
2. Subscriber shall place all terminal devices or systems used to obtain Screening Reports in a secure location within Subscriber's facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, Subscriber shall turn off and/or lock all such devices or systems used to order and/or access Screening Reports.
3. Subscriber shall secure hard copies and electronic files of Screening Reports within Subscriber's facility so that only authorized personnel can access them.
4. Subscriber shall shred or otherwise permanently destroy all *hard copy* Screening Reports when no longer needed and when applicable Laws or regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
5. Subscriber shall erase and overwrite or scramble *electronic files* containing Screening Reports and Applicant information when no longer needed and when applicable Laws or regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
6. Subscriber shall make all appropriate Subscriber personnel aware that Subscriber and its authorized personnel are allowed to order and use Screening Reports only for the permissible purpose(s) set forth in the Agreement, and that Subscriber personnel shall not order or access their own reports nor order or access the report of a family member or friend unless it is approved for the permissible purposes authorized in, and conducted in accordance with this Agreement.
7. If Subscriber obtains from HireRight Alias/Address History Services or Screening Reports containing consumer credit information, Subscriber shall, in addition to its other obligations in this Agreement, comply with the "Access Security Requirements" available for viewing at [www.hireright.com/service-agreement.aspx](http://www.hireright.com/service-agreement.aspx) and hereby incorporated by reference into this Agreement. Subscriber acknowledges that the Access Security Requirements are mandated by HireRight Supplier(s) and may be updated from time to time. By executing this Agreement, Subscriber represents to HireRight that Subscriber has reviewed and will comply with the Access Security Requirements to the extent applicable to the products and services Subscriber obtains from HireRight.

## Attachment B Schedule of Fees

(Applies to 50 United States; Excludes US Territories and Commonwealths)

### PACKAGE AND A LA CARTE PRICING

**Please note:** These package(s) can be further customized to suit your company's needs. Additional products and services outside of this Schedule of Fees will be available at standard rates accessible in subscriber's online account.

**CONFIDENTIALITY:** This Schedule of Fees contains information that is confidential and proprietary to HireRight. In consideration of receipt of this document, you agree (i) to make this information available only to those of your employees who need access to such information for the purpose of evaluating its contents, and (ii) not to disclose this information to any third party for any purpose without the prior written consent of an authorized representative of HireRight.

### Domestic Schedule of Fees

<b>Basic Criminal Package</b>	<b>\$19.90</b>	<b>per applicant</b>
- SSN Trace		
- Criminal Felony & Misdemeanor - 7 years (a) - Unlimited # of counties as revealed by SSN Trace		
<b>Enhanced Criminal Package</b>	<b>\$30.40</b>	<b>per applicant</b>
- SSN Trace		
- Criminal Felony & Misdemeanor - 7 years (a) - Unlimited # of counties as revealed by SSN Trace		
- Widescreen Plus National Criminal Search (g)		
- National Sex Offender Search		
<b>Professional License Package</b>	<b>\$7.00</b>	<b>per applicant</b>
- Professional Licenses Report - one license		
<b>A LA CARTE</b>		
Criminal Felony & Misdemeanor - 7 years (a)	\$6.75	per county
Education Report - per school - plus surcharges(b)	\$8.00	per institution
Education Plus Report - per school - plus surcharges(b)	\$11.00	per institution
Employee Credit Report	\$6.50	per report
Employee Credit Report - when added to a package with SSN Trace	\$3.50	per report
Employment Report - per employer - plus surcharges(b)	\$8.00	per employer
Employment Plus Report - per employer - plus surcharges(b)	\$11.00	per employer
Current Employment Verification - per employer - plus surcharges(b)	\$8.00	per employer
Federal Criminal - per district(a)	\$5.50	per district
MVR Report - per record - plus surcharges(c)	\$2.50	per record
National Sex Offender Search	\$5.50	per name
Professional Licenses Report - per license	\$7.00	per license
Professional Reference Check - per additional question	\$1.50	per question
Professional Reference Check Report - (Qty 1 Reference) - (Standard 6 questions)	\$8.50	per reference
Prohibited Parties - includes OFAC	\$4.00	per name
SSN Trace - per applicant	\$3.00	per SSN
SSN Validation	\$1.00	per SSN
SSN Verification (a)	\$6.50	per SSN
Statewide Criminal Search - per state (a)	\$8.00	per state
Widescreen Plus National Criminal Search (g)	\$5.00	per name
Federal Bankruptcy per district(a)	\$5.50	per district
County Civil Upper & Lower - per county(a)	\$9.75	per county
Federal Criminal National Search(a)	\$15.85	per name
Global Sanctions & Enforcement Check	\$9.00	per name
Criminal Felony & Misdemeanor - 7 years (a) - Unlimited # of counties as revealed by SSN Trace	\$16.90	per package
Federal Criminal - all districts as revealed per trace(a)	\$11.00	per package
Federal Bankruptcy - all districts as revealed per trace(a)	\$11.00	per package
Federal Civil - all districts as revealed per trace(a)	\$11.00	per package
Federal Civil - per district(a)	\$5.50	per district
County Civil Upper & Lower (a) - Unlimited # of counties as revealed by SSN Trace	\$24.40	per package
5 year Employment History - All employers - (b)	\$23.20	per package
7 year Employment History - All employers - (b)	\$24.00	per package
Professional Reference Check Report - (Qty 2 References) - (Standard 6 questions)	\$17.00	per package
Professional Reference Check Report - (Qty 3 References) - (Standard 6 questions)	\$25.50	per package
Statewide Criminal Search - All States as revealed per trace (a)	\$12.00	per package

### Ancillary Services

Data Entry Fee	\$6.00	per applicant
Pre-Adverse Action Package (Letter, report copy, summary of rights) (via first class mail)	\$6.00	per letter sent
Adverse Action Package ( via first class mail)	\$6.00	per letter sent
Adjudication - Standard	\$1.50	per package (in addition to package price)
Adjudication - Advanced	\$2.50	per package (in addition to package price)
Adjudication - Premium	\$5.00	per package (in addition to package price)
Electronic Signature - per form	\$1.50	per form
Report delivery per check-box request by applicant (e-mail)	\$1.75	per request
Report delivery per check-box request by applicant (first class mail)	\$7.00	per request

### Training Services

HireRight can provide customers with the following Standard learning services

#### STANDARD LEARNING SERVICES & MATERIALS

Service & Description	Cost
<p><b>New User Live Training Sessions</b>                      HireRight conducts an online training session hosted by a dedicated HireRight Training Specialist, experienced with HireRight's more complex system settings and services. These Customer-tailored sessions are scheduled directly with the customer as part of their implementation through a HireRight Professional Services Project Manager. Each session may run up to 90 minutes. Attendance is managed through scoping the customer's training needs and requirements.</p> <p>Customized requests beyond this description must be scoped and quoted in accordance with the Fee-Based Schedule Addendum.</p>	<p>1- These sessions focus on the customer's specific use of HireRight for ordering HireRight services. Training includes tailored presentation materials and/or demo of the system.                      2- The number of sessions is determined through your contract and scoped with HireRight Learning Services. Up to five no-fee sessions may be included.                      3- Recording(s) of live session(s) is/are available, providing an on-going, self-service training option for users.                      (NOTE: Additional training beyond 5 sessions is fee-based at \$250 per hour.)</p>
<p><b>Live Open Enrollment Training Sessions</b>                      HireRight conducts regularly-scheduled online training sessions hosted by a HireRight Training Specialist. Open to all HireRight customers, these sessions may run up to 90 minutes.                      Users self-register to attend the session of their choice. These standard, live sessions are ideal for training new users, attrition training, or as a refresher course for existing users.</p>	<p>No charge for attendance</p>
<p>"On-Demand" Training - HireRight offers a number of on-demand, pre-recorded sessions, available 24/7. For a list of available courses, or to request access, send an e-mail to customertraining@hireright.com.</p>	<p>1- Includes a presentation and/or demo of the system.                      2- Recorded sessions are available, providing a self-service training option for those who cannot attend a scheduled session.</p>
<p><b>HireRight University</b>                      HireRight University is a self-service learning center for customers, available 24/7 from within the customer's HireRight account. It is accessible externally for integration-only customers.</p>	<p>1- Short, interactive training modules                      2- Video demos                      3- Recorded sessions</p>
<p><b>Self-Service Training Resources</b>                      HireRight's standard training materials include self-service Job Aids, videos, and Quick Reference Guides. These resources are available 24/7 from within the customer's HireRight account.</p>	<p>1- Job Aids                      2- Video demos                      3- Quick Reference Guides</p>

#### CUSTOM LEARNING SERVICES & MATERIALS AVAILABLE

Please contact HireRight to have an enhanced training project scoped and quoted.

## ONLINE CONSENT FORM AND REPORT DELIVERY (PLEASE REFER TO A LA CARTE PRICE FOR ANCILLARY SERVICES)

- Online Consent – e-Signature with report delivery** - Consent form is online and applicant's signature is electronically captured by the HireRight system for orders placed through Applicant Password feature and report is delivered if requested.
- Not Interested** - Subscriber elects to manage consent forms outside of the HireRight solution.
- E-mail Report Delivery** - HireRight will e-mail completed report to applicants in CA/OK/MN who check the box on the consent form to request a report copy.

## SECURE ACCOUNT SET-UP (REQUIRED)

### PHYSICAL ONSITE CREDENTIALING CHARGE

\$150.00

One-time fee

As a regulated consumer reporting agency compliance requirement, as an industry best practice, and for the additional protection and security of our partner's and partner's clients' (each a subscriber) personal data and the personal data of all HireRight subscribers, HireRight shall perform a physical onsite inspection of each subscriber's business premises and perform other such due diligence to credential subscriber. Please note that the onsite inspection must be scheduled an estimated 3-5 business days in advance of anticipated account activation.

## HIRERIGHT NOTES

**HireRight Notes:** Note 1: Prices shown are discounted to reflect cash payment in accordance with the agreed upon payment terms.

Note 2: Alternative forms of payment such as credit cards are subject to different price schedules. Note 3: HireRight's pricing is established based on specific volume levels. As volume levels change significantly, HireRight reserves the right to readdress pricing accordingly.

### HIRERIGHT FOOTNOTES: BACKGROUND SCREENING

- a) Fees levied by Federal, State, County and other governmental agencies for searches undertaken will be passed through to Subscriber in addition to the fees charged by HireRight. Such fees include case copies associated with records found, administrative fees, and/or third-party fees. Additional criminal searches including counties added by Subscriber outside of those found by the social trace, including aliases and maiden names will be billed at a la carte rates.
- b) Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment will be passed through to Subscriber in addition to the fees charged by HireRight.
- c) Fees levied by certain states for motor vehicle records will be passed through to Subscriber in addition to the fees charged by HireRight. Pennsylvania & New Hampshire charge additional fees for overnight shipping of requests and results. These states do not accept requests via phone email or fax, such that HireRight must submit requests in writing. HireRight will consolidate all shipments to decrease surcharge costs when possible.  
\*\* A \$0.42 network fee will be passed through to client per MVR.
- d) See "HireRight Footnotes: Drug Screening" section below.
- e) If any element of the search in any package involves more than one country, the additional country/countries will be charged in accordance with International Schedule of Fees and the components of the package will be charged at an a la carte rate and replace the package price. International search pricing is based on current vendor availability and cost and is subject to change without notice.
- f) Fees levied for any other products including but not limited to worker compensation, sex offender, or credit searches will be passed through to Subscriber in addition to the fees charged by HireRight.
- g) All records generated by this product are "possible records" and are not confirmed to be the records of the applicable applicant. To ensure that records returned by this database are accurate, current and complete, in accordance with the FCRA, Subscriber must verify each record at the applicable source courthouse. Accordingly, for all possible records generated by this product, HireRight automatically will perform follow-up records searches at the applicable source courthouse(s), and all such follow-up searches will be billed to Subscriber at the applicable a la carte rate.
- h) DAC Employment History File Associated Fees: Transportation Employment History (billed per employer) and Driving School Record (billed per employer). Please refer to a la carte price list for line item pricing. As noted in the DEHF Addendum, DAC Employment History File users agree to furnish employment history records on each of their terminated drivers. Client will receive a contribution credit of \$2.40 per driver for the contribution of a termination record. Client will

receive an additional credit of \$0.20 per driver for the contribution of a drug/alcohol history record accompanied with a termination record.

**HIRERIGHT FOOTNOTES: DRUG SCREENING**

Drug test collection fees, breath alcohol testing fees and physical examination fees performed at clinics that have not been pre-established specifically for the subscriber will be added to the base fee and passed through to subscriber. Additional charges will be incurred for the following services:

- Using Out of Network Collection Facilities (not pre-established) \$35.00 Per test
- Using One-to-One Setups (Collection Site Referrals) \$35.00 Per referral

Services listed below are available and will be billed at the rates specified upon request:

- 24/7/365 Day a Year Coordination/Emergency Services (including coordination of international collections) – Test Coordination service pricing covers coordination costs only and does not include drug test collection, breath alcohol testing fees and/or related expenses. \$100.00 Normal business hours  
\$250.00 After business hours, weekends, and holidays
- Split Sample Retest Fee \$250.00
- Face to Face Evaluations (Shy Lung/Shy Bladder/ Opiate Abuse/Dependence evaluations) \$100.00
- Medical Consulting \$395.00 per hour
- MIS Consulting \$225.00 per hour
- Program Consulting/Subscriber Audit Support \$395.00 per hour
- Telephonic Expert Testimony \$395.00 per hour
- Onsite Expert Testimony \$395.00 per hour plus travel, meals, lodging and expenses
- MRO Litigation Hearing Package \$90.00 per package
- Laboratory Litigation Hearing Package \$300.00 per package
- Copy of Lab Report \$10.00
- SAP Referral \$50.00

Expenses and fees for services not listed in this Schedule of Fees will be billed at HireRight’s usual and customary rates, unless otherwise agreed in writing between HireRight and Subscriber. Subscriber will reimburse HireRight reasonable administrative, copying and shipping charges for special requests for records, results, product shipment or other information.

**In Network Fee:** The "In Network" drug testing service fee includes the cost of specimen testing, MRO fees, and collections performed at In Network collection facilities (LabCorp or Quest owned Patient Service Centers or other laboratory-owned and managed collection facilities authorized for Subscriber’s use, but excluding laboratory preferred third party network collection sites).

**Preferred Clinic Network Fee:** The “Preferred Network” drug testing service fee includes the cost of specimen testing, MRO fees, and collections performed at Preferred Clinic Network facilities pre-established and authorized for Subscriber’s program.

**Extended Clinic Network Fee:** The "Extended Clinic Network" drug testing service fee includes the cost of specimen testing, MRO fees, and collections performed at Extended Clinic Network facilities pre-established and authorized for Subscriber’s program.

**Out of Network Fee:** The "Out of Network" fee is an additional charge that will be added for using collection facilities that are Out of Network (i.e., not pre-established and authorized for Subscriber’s program).

**DHS Cost Plus Fee:** The DHS Cost Plus Fee for drug testing services only includes the Cost of specimen testing, MRO fees, and specimen collections performed at In-Network collection facilities (LabCorp or Quest owned Patient Service Centers or laboratory-owned and managed collection facilities authorized for Subscriber’s use, but excluding laboratory preferred third party network collection sites). Other drug testing specimen collection, breath alcohol testing, and physical examination fees for services rendered at Preferred or Extended Clinic Network or laboratory preferred third party network collection sites, which have been pre-established and authorized for Subscriber’s program by HireRight, will be passed through to Subscriber at the DHS Cost Plus Fee plus the cost for these services provided at these Preferred or Extended Clinic Network facilities pre-established and authorized for Subscriber’s program.

**RADAR Instant Testing** - In the event that POCT testing clinic is not available, we will coordinate testing through our standard In-Network eCOC process, which is lab based, and the In-Network Non-DOT Urine Drug Test will be billed at the POCT rate.

\* Price for services performed at LabCorp or Quest PSC. Any collection outside of a LabCorp or Quest PSC will incur an additional fee.

† Non-negative results include: positive, adulterated, negative dilute, positive dilute, substituted and invalid result.

# SUBSCRIBER APPLICATION

## BUSINESS INFORMATION

**Company Name:** HIDALGO COUNTY

*(Full Legal Entity Name)*

**DBA:**

*(Fictitious or assumed must be included with the legal name in the Service Agreement if subscriber wants the dba name to be depicted in the account setup)*

**Address:** 100 EAST CANO, 2<sup>ND</sup> FLOOR

*Street*

EDINBURG

*City*

U.S.A.

*Country*

TEXAS

*State/Province*

78539

*Zip/Postal Code*

**General/Publicly Listed Company Phone Number:** (956) 318-2600

**Corporate Headquarters Location:** (956)

*(If applicable)*

**Business Type:** GOVERNMENT ENTITY

**Website Address:** <https://tx-hidalgocounty.civicplus.com/>

**Type of Company:**

Public Corporation

Private Corporation

Partnership

LLC

Sole Proprietor

**Estimated number of background checks through HireRight within the next 12 months:** \_\_\_\_\_

**Primary Contact Name:** \_\_\_\_\_

*(Main account user)*

*Title*

*Email*

*Telephone*

*Fax*

**Physical Inspection**

**Contact Name:** \_\_\_\_\_

*(If other than Primary)*

*Title*

*Email*

*Telephone*

*Fax*

**Additional User Name:** \_\_\_\_\_

*Email*

*Telephone*

**Additional User Name:** \_\_\_\_\_

*Email*

*Telephone*

**Additional User Name:** \_\_\_\_\_

*Email*

*Telephone*

*\* For additional users, please attach a list with the above required information.*

**ADDITIONAL INFORMATION**

Do you intend to order Motor Vehicle Records?  Yes (MVR State Forms must be completed and returned)  No  
Would you like HireRight to reference a PO on your invoices?  Yes PO# \_\_\_\_\_  No  
Is your company Tax Exempt?  Yes (Tax Exempt Certificate, current and signed, must be completed and returned with this form)  No

**FINANCIAL INFORMATION**

Invoice Recipient Name: \_\_\_\_\_  
(Main account user)  
\_\_\_\_\_  
Title Email  
\_\_\_\_\_  
Telephone Fax

**METHOD OF PAYMENT**

**Option 1: Credit Card Payment** Monthly Activity will be charged to credit card, and itemized invoices will be sent via email to the above email address.

Name on Credit Card: \_\_\_\_\_  
Account Number Expiration Date

Card Type:  VISA  American Express  MasterCard

Credit Card Billing Address:  Same as above  Different – see below

\_\_\_\_\_  
Street  
\_\_\_\_\_  
City State/Province  
\_\_\_\_\_  
Country Zip/Postal Code

**Option 2: Apply For Credit – Invoicing** Invoices will be sent via email to Invoice Recipient specified above.

On approval of credit, HireRight will invoice Subscriber on a monthly basis, and payment shall be due within thirty (30) days of invoice receipt. Invoices will be considered approved by Subscriber unless Subscriber notifies HireRight in writing of any alleged errors or disputes within thirty (30) days after receipt of invoice. Note: In its sole discretion, HireRight may obtain a Dun and Bradstreet Report on your company to determine credit qualification. You may also be asked to provide bank and trade references. HireRight, in its sole discretion, may rescind credit and require payment by credit card if payment on your account becomes delinquent or HireRight otherwise determines that your account presents an undue risk of non-payment or late payment.



By submitting this New Account Application, Subscriber authorizes HireRight to (a) verify all information provided on this application; (b) check credit references to ascertain business standing; and (c) where credit is being applied for, obtain payment history and obtain current, average and high balance information. By submitting this New Account Application, you are certifying the accuracy of the information provided.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

This document contains information that is confidential and proprietary to HireRight. In consideration of receipt of this document, you agree (i) to make this information available only to those of your employees who need access to such information for the purpose of evaluating its contents, and (ii) not to disclose this information to any third party for any purpose without the prior written consent of an authorized representative of HireRight.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

HireRight, LLC  
 Tulsa, OK United States

Certificate Number:  
 2016-11700

Date Filed:  
 02/10/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Purchasing Department

Date Acknowledged:  
 02/10/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

RFSQ No.:2016-072-02-16-SMA  
 Applicant screening for employment purposes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath

\_\_\_\_\_  
 Printed name of officer administering oath

\_\_\_\_\_  
 Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
 HireRight, LLC  
 Tulsa, OK United States

Certificate Number:  
 2016-11700

Date Filed:  
 02/10/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
 Hidalgo County Purchasing Department

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.  
 RFSQ No.:2016-072-02-16-SMA  
 Applicant screening for employment purposes

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Lisa M. Scherman  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the 10<sup>th</sup> day of Feb, 2016, to certify which, witness my hand and seal of office.

Francisco Rodriguez      Francisco Rodriguez      Notary  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



- 1. AI-53361 Elections Contract §31.100 (1100):
  - 1. Approval of 2015 unappropriation of funds in the amount of \$70,008.50.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

- 2. Approval of 2016 appropriation of funds in the amount of \$70,008.50 to fund operating expenditures.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

24.

**Purchasing Department:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

A.

**Hidalgo County**

1. AI-53325 Fire Marshal's Office:

**APPROVED**

Acceptance and approval of a award of bid [solicited through sealed quotes received & detailed in attachment] to the vendor submitting the lowest and best quote including the approval of contract for RFSQ No 2016-072-SMA "Hidalgo County Fire Marshal's Office-Vetting Services" and subject to compliance with HB1295 and other applicable statues when and if necessary.

Ms. Salazar mentioned that this is to be county wide, in commence with the Fire Marshal's Office. She stated that it is fully compliant with HB 1295.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 -Unanimously

- 2. AI-53385 Pursuant to Article 1.4 of current Lease Agreement between Hidalgo County and Jack McClelland [contract #C-12-276-10-30], approval to send the sixty [60] day written notice of termination for the building housing the Department of Human Resources with official date of correspondence to be determined by Mr. V. Guerra, Executive Officer.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 -Unanimously

Mr. Guerra stated to be commencing as of February 16, 2016.

**APPROVED**

AI-53325

Purchasing Department

24. A. 1.

CC - REGULAR

Meeting

02/16/2016

Date:

Submitted Marty Salazar, PURCHASING DEPT.

For:

Submitted Sandra Montalvo, PURCHASING DEPT.

By:

Department: PURCHASING DEPT.

---

Information

CAPTION

Fire Marshal's Office:

Acceptance and approval of a award of bid [solicited through sealed quotes received & detailed in attachment] to the vendor submitting the lowest and best quote including the approval of contract for RFSQ No 2016-072-SMA "Hidalgo County Fire Marshal's Office-Vetting Services" and subject to compliance with HB1295 and other applicable statues when and if necessary.

BACKGROUND

Vendor: Hire Right

---

Fiscal Impact

FISCAL YEAR: ACCT. #:

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Budget would need to be in place upon use of the services.

---

Attachments

BACKUP

Draft Agreement

Legal counsel review

legal counsel

---

Form Review

Inbox

Reviewed By

Date