



## Addendum for Upload of Consumer Information for Background Screening

THIS Addendum, (hereinafter "Upload Addendum") is made and entered into by and between Pre-employ.com, Inc., a California corporation (and its affiliates) (collectively, "Pre-employ.com, Inc."), with its primary office located at 2301 Balls Ferry Road, Anderson, California 96007, and (End-User Company Legal Business Name) County Of Williamson (and its subsidiaries and affiliates) (collectively, "End-User"), a corporation organized under the laws of the State of (State) Texas, with its primary office located at (address, city, state and zip) 710 S Main St Ste 303 Georgetown, TX 78626. End-User and Pre-employ.com, Inc. shall be referred to collectively as the "Parties." This Addendum shall be effective on the date of last signature below (the "Effective Date").

WHEREAS, the Master Services and/or End-User Agreement covers various terms related to background checks performed by Pre-employ for End-User;

WHEREAS, End-User certifies it has adhered to the Fair Credit Reporting Act ("FCRA")\* and the various obligations related to, among other things, the procurement and use of consumer reports and/or investigative reports (collectively, "Reports") as an end-user of such Reports in conjunction with the Master Services End-User Agreement for this bulk upload order of services sent to Pre-employ on 5/3/2017 (Date); and

WHEREAS, End-User agrees that it has abided by all of its obligations under applicable law, including but not limited to the FCRA and corresponding and like federal, state and municipal laws, regulations, ordinances and guidelines, including all fair employment and equal employment opportunity laws, including but not limited to Title VII of the Civil Rights Act of 1964 and the Americans With Disabilities Act (all such laws, regulations, ordinances and guidance collectively referred to as "Laws");

WHEREAS, End-User certifies it has adhered to all FCRA, state, municipal laws for this bulk upload order of services sent to Pre-employ on 5/3/2017 (Date);

NOW, THEREFORE, the Parties hereby agree as follows:

1. SERVICES OFFERED BY PRE-EMPLOY.COM, INC. Pre-employ.com, Inc. is a "consumer reporting agency" and a "reseller of consumer reporting services" as such terms are defined in the FCRA. Upon request and as allowed by the Laws, Pre-employ.com, Inc. will provide Reports to End-User. Pre-employ.com, Inc. will only furnish Reports to End-User for a permissible purpose under the Laws and for no other purpose. In addition to providing Reports to End-User, Pre-employ.com, Inc. shall, upon request and as permitted by the Laws, provide certain other business-related services to End-User (collectively, the "Services").

\*Subsection (b) describes the "[c]onditions for furnishing and using consumer reports for employment purposes," and is subdivided into three subsections. 15 U.S.C. § 1681b. The first subsection expressly applies to consumer reporting agencies. Id. Under that subsection, CRAs are prohibited from furnishing consumer reports without first receiving certification from the "person[s] who obtain[ ] such report[s]" that they complied with section (b)(2), will comply with section (b)(3) if it becomes applicable, and will not use the consumer report in violation of any equal employment opportunity law or regulation. 15 U.S.C. § 1681b(b)(1).

2. PERMISSIBLE PURPOSE.

End-User certifies that all of its orders for Reports from Pre-employ.com, Inc. shall be made, and the resulting Reports shall be used, only in accordance with the Laws, and with regard to the FCRA, for the following FCRA-permissible purposes only:

(CHECK ALL THAT APPLY).

- ☒ Section 604(a)(2). As instructed by the consumer in writing.
- ☒ Section 604(a)(3)(B). For employment purposes, including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission ("employment purposes").

☐ By checking this box, I, \_\_\_\_\_, agree that End-User makes the above certifications and confirm that I have both the knowledge and authority necessary to make such certifications on behalf of End-User

**NOTE: If none of these choices apply, please contact Customer Service at Pre-employ.com to discuss the nature of your background screening needs. 800-300-1821.**

3. FCRA CERTIFICATIONS FOR EMPLOYMENT-RELATED CHECKS

According to the FCRA, before conducting a background check for employment purposes, Pre-employ.com, Inc. must obtain certain legal compliance certifications from you, "the End-User." Such certifications are designed to ensure that you, the End-User, has met—or in some circumstances, will meet—obligations under federal law. Please confirm the following:

- i) A clear and conspicuous disclosure has been made in writing to the consumer by End-User (in a document that consists solely of the disclosure) stating that a consumer report and/or investigative consumer report may be obtained for employment purposes;
- ii) The consumer has authorized in writing the procurement of the consumer report that is being ordered;
- iii) Information from the report[s] to be provided by Pre-employ.com, Inc. will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and
- iv) Before taking adverse action in whole or in part based on the report[s] from Pre-employ.com, Inc., End-User will provide the consumer with: i) a copy of the report(s); and ii) an up-to-date copy of the federal notice entitled "A Summary Of Your Rights Under The Fair Credit Reporting Act." After an appropriate waiting period to allow the consumer to identify any errors or inaccuracies in the report(s), if End-User decides to take adverse action, it will issue to the consumer notice of the adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. It will also satisfy all other adverse action requirements under Federal or State law.

☐ By checking this box, I, \_\_\_\_\_, agree that End-User makes the above certifications and confirm that I have both the knowledge and authority necessary to make such certifications on behalf of End-User

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below, to be effective as of the Effective Date.

(END-USER) County Of Williamson

PRE-EMPLOY.COM, INC.

*Legal Business Name*

Signature\* \_\_\_\_\_

Signature [Signature]

Printed \_\_\_\_\_

Printed [Signature]

Title \_\_\_\_\_

Title Director of Sales Service

Date \_\_\_\_\_

Date 6/12/17

\*The individual signing this document is either the owner of End-User or authorized by End-User to sign on behalf of the business entity. Moreover, the individual signing this document for End-User has knowledge of all facts certified herein.

Physical Address/Location of End-User Signed above

710 S Main St Ste 303

Georgetown, TX 78626

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