

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and TruView BSI, LLC ("Contractor") entered into an Agreement on October 11, 2021 wherein Contractor agreed to conduct pre-employment background checks for the purpose of completing Employee Applicant Screening Inquiries, and on students for various programs under the Office of Academic Affairs ("**Services**"); and

WHEREAS, the initial term of the Agreement commenced on October 15, 2021 and expired on October 14, 2022;

WHEREAS, on September 30, 2022, the parties executed Amendment No. 1 to the Agreement, thereby extending the term thereof to **October 14, 2023** (the Agreement and Amendment No. 1, herein collectively referred to as the "**Original Agreement**", are incorporated herein and a made a part hereof); and

WHEREAS, the College desires to exercise its second option to renew and extend the term of the Agreement for an additional one (1) year upon the same terms, conditions and cost as the Original Agreement;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **October 15, 2023 through October 14, 2024**; and
- 2) Exhibit C to the Original Agreement, "Notices and Contact Persons" shall be revised, in part, as follows:

All "Notices Relating to Payments, Reports or Other Submissions" for the College must be delivered to:

Sara E. Gorton, CPA
Interim Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

All "Notices Relating to Insurance" for the College must be delivered to:

David T. Schneider
Executive Director – Risk Mitigation
Suffolk County Community College
533 College Road, NFL 125
Selden, NY 11784

All "Notices Relating to Termination and/or Litigation" for the College must be delivered to:

Alla Brodsky, Esq.
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784

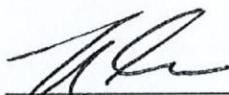
and Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

- 3) All other terms and conditions of the Original Agreement and Amendment thereto, not inconsistent herewith, shall remain in full force and effect for the term of the Amended Agreement.
- 4) No modification of this Amendment shall be valid unless mutually agreed to in writing and fully executed by the parties.


IN WITNESS WHEREOF, the parties have executed this Amendment 2 as of the latest date written below.

TruView BSI, LLC
FID: 82-0684693
Tel.: (516) 289-0273

Suffolk County Community College

By: 

Nicholas M. Auletta, CPP
President

By: 

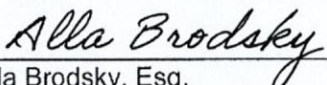
Edward T. Bonahue, Ph.D.
President

Date: 7/13/2023

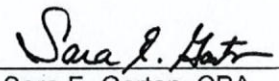
Date: 7/20/23

Approved as to Legality:
Suffolk County Community College

Approved:

By: 

Alla Brodsky, Esq.
College Deputy General Counsel

By: 

Sara E. Gorton, CPA
Interim Vice President for Business and
Financial Affairs

Date: 7/13/2023

Date: 7/19/23

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and TruView BSI, LLC ("Contractor") entered into an Agreement on October 11, 2021 wherein Contractor agreed to conduct pre-employment background checks for the purpose of completing Employee Applicant Screening Inquiries, and on students for various programs under the Office of Academic Affairs ("**Services**"); and

WHEREAS, the College desires to extend the term of the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **October 15, 2022 through October 14, 2023; and**
- 2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

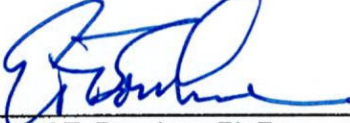
IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

TruView BSI, LLC
FID: 82-0684693
Tel.: (516) 289-0273

Suffolk County Community College

By: 

Nicholas M. Auletta, CPP
President

By: 

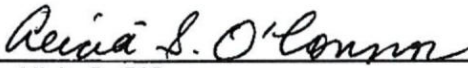
Edward T. Bonahue, Ph.D.
President

Date: 28 September 2022

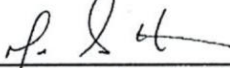
Date: 9/30/22

Approved as to Legality:
Suffolk County Community College

Approved:

By: 

Alicia S. O'Connor
College Deputy General Counsel

By: 

Mark D. Harris, DBA
Vice President for Business & Financial
Affairs

Date: 9/29/2022

Date: 09.29.2022

AGREEMENT

This Agreement ("Agreement") is between the **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York; and

TruView BSI, LLC ("Contractor"), a New York corporation having its principal place of business at 25 Newbridge Road, Suite 210, Hicksville, New York 11801.

The parties hereto desire for Contractor to conduct pre-employment background checks for the purpose of completing Employee Applicant Screening Inquiries, and on students for various programs under the Office of Academic Affairs. ("**Services**").

Term of Agreement: **October 15, 2021 through October 14, 2022**, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

Total Cost of Agreement: Shall be as set forth in **Exhibit E**, attached hereto.

Terms and Conditions: Shall be as set forth in **Exhibits A through G**, attached hereto and made a part of this Agreement.


In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

TruView BSI, LLC
FID: 82-0684693
Tel.: (516) 289-0273

Suffolk County Community College

By: 

Nicholas M. Auletta, CPP
President

By: 

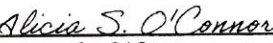
Dr. Edward T. Bonahue
President

Date: 7 OCTOBER 2021

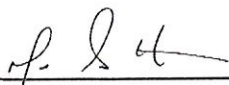
Date: 10/11/21

Approved as to Legality:
Suffolk County Community College

Approved:

By: 

Alicia S. O'Connor
College Deputy General Counsel

By: 

Mark D. Harris, DBA
Vice President for Business & Financial
Affairs

Date: 10/07/2021

Date: 10.07.2021

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EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on June 10, 2021; and

Whereas, the Contractor submitted a proposal in response to such RFP on June 30, 2021; and

Whereas, the College has selected the Contractor to provide the services as set forth herein; and

Now, therefore, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

1. Contractor Responsibilities

a. Services

The Contractor shall provide Services as described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, the Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in

whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.

- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, the Contractor agrees to promptly reimburse to the College the balance of any funds advanced to the Contractor by the College. Upon termination, any funds paid to the Contractor by the College which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to the Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

The Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a.** The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the County for the Contractor. Unless otherwise specified by the College and/or the County and agreed to by the Contractor, in writing, such insurance shall be as follows:
- i. Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
 - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.
 - e. In the event the Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

It is expressly agreed that the Contractor's status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating

or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

10. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

11. Nonsectarian Declaration

The Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County,, New York or the United States District Court for the Eastern District of New York.

13. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College and/or the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

14. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. The Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

Any records, reports or other documents of the College and/or the County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

17. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental

to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of College and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

19. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

20. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

21. Copyrights and Patents

a. Copyrights

If the work of the Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the College and/or the County reserves, and the Contractor hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the College and/or the County reserves, and the Contractor hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

22. COVID-19 Safety Protocols

Contractor shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).

End of Text for Exhibit A

EXHIBIT B

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in Exhibit B collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. **Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non-Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov>.

End of Text for Exhibit B

EXHIBIT C

Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Mark D. Harris, DBA
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL-232
Selden, NY 11784-2899

and

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

2. Notices Relating to Insurance

Any communication, notice or claim relating to payment by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

3. Notices Relating to Termination and/or Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the Office of Legal Affairs and the County Attorney, at the addresses set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and County:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

and

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

EXHIBIT D
Description of Services

Scope of Work

The Consultant shall conduct pre-employment background checks for the purpose of completing Employee Applicant Screening Inquiries for Suffolk County Community College (“College”).

The College employs staff on three separate campuses and two satellite buildings on Long Island. A pre-employment background check shall be conducted on all new hires. A background check may also be requested for a current employee applying for a sensitive position. Overall, the College has required approximately 75 to 100 background checks per year. Using a sub-consultant to perform the entire background check or any portion thereof is prohibited without the prior written consent of the College.

Contract will be utilized by the College, as well as the Suffolk Community College Association, Inc. (“Association”), an auxiliary corporation affiliated with the College which provides various services to students, to conduct background checks on its employees. The College may also require background checks on students for various academic programs under the Office of Academic Affairs. Therefore, the selected firm will establish separate accounts for the College, the Association and the Office of Academic Affairs, and shall work with the College, Association, and the Academic Affairs representatives to manage the respective accounts.

The Consultant shall provide a dedicated representative with whom the College will address all work on a regular basis. Should any of the Consultant’s representatives assigned to the College’s account be removed, the Consultant shall notify the College in writing prior to the removal, and provide the name(s), contact information, and qualifications of the new individual(s) who will be handling the specific role of the individual(s) being removed. The College expects the Consultant to demonstrate that the individual newly assigned to the College’s account has similar qualifications and experience as those included in the Consultant’s RFP response.

For Employment Applicant Screening inquiries, at the time a job offer is made, a request for a background check will be communicated electronically to the Consultant by representatives of the College’s Human Resources (HR) Office. The results of the background check will be transmitted electronically to the individual from the HR Office who originally made the request, or identified designee.

The background information requested will depend upon the position the individual has been offered, but a criminal background check shall be required for each new hire. Depending upon the position, a specific report may be requested. The breadth of the background search will encompass the individual’s current and prior states and/or countries of residence, and shall be communicated by the College to the Consultant. Searches outside the U.S. is for the category of “Verification of Education” only, unless specified otherwise.

Any services requested in connection with student background checks will be specified by the Office of Academic Affairs at the time services are requested.

Background checks may include, but not be limited to, verification of the following:

1. Social Security Number
2. Criminal History Check (Federal, State and Local)
3. Residence (5 years)
4. Up to ten (10) years Employment Verification or Three Employers, whichever is greater
5. Motor Vehicle Check/ Driver's License History
6. Option for Credit Checks (Quote a separate surcharge)
7. Option for Professional License Based upon Position Requirements (Quote a separate surcharge)
8. Verification of Education
9. Sex Offender Database Search
10. Patriot Act Terrorism Search

Consultant shall provide a detailed description of all other background services provided by the firm, as well as other services that may be beneficial to the College, including, but not limited to, Fingerprint Check, Terrorist Watchlist Checks, Transportation Worker Identification Credential (TWIC) Certification, etc. Consultant shall not perform any services without the prior written authorization of the College.

The normal response time for the Consultant to reply with the results of the Applicant Screening Report shall be three (3) business days. However, if a portion cannot be completed due to the unique issues associated with a particular search, the College would like the Consultant to provide a time frame in which it will be completed.

If requested by the College, Consultant shall fulfill requests within a specified shorter timeframe, and shall be compensated in accordance with the fee established for expedited services. Consultant shall provide all responses in a written report format.

The Consultant shall certify that criminal records, credit reports, sex offender status, driving record, etc., can be obtained for each state.

At the commencement of the Agreement, the Consultant shall, in collaboration with the College, establish the complete background check process from request to final submission of results.

The fees for the background checks will be in accordance with the agreed upon amounts established based on the Cost Proposal submitted by the Consultant during the RFP process. For any assignments submitted by the Office of Academic Affairs, the Consultant will be notified if payment will be made by the College, or directly by the student.

TECHNICAL PROPOSAL

A. Understanding of Service Requirements, Management Techniques, and Approaches

i. Summarize the Proposers management and approach:

We understand that SCCC seeks a highly qualified partner to perform Background Check Services in accordance with the descriptions and specifications listed in the solicitation. TruView has the experience, resources, expertise, and customer-centric approach to perform these services for the College at the highest level, meeting and exceeding your expectations.

TruView's background screening process will be timely and results will be returned within three business days on average to allow for proper planning and assignment of hires. All background screenings results will be available through the TRU365 online portal and notifications will be available to College HR Department as updates or completed records update on portal. The TRU365 allows for Client User or Applicant Order Entry order initiation.

TruView is committed to providing consultation to clarify screening results and provide technical assistance and guidance regarding updating practices. Team Leader James Rice, based in New York, will serve as the College's Account Manager. He and his New York-based Team of Research Analysts will be available at all times to consult with the College—as all our personnel, from President and Managing Director to the Research Analysts. TruView will be responsible for providing pre-adverse and adverse action letters in compliance with FCRA.

Customized Value-Adds for the College

- *Value-Add for SCCC: TRU365 has integrated I-9/E-Verify Employment Eligibility Verification capabilities and TruView WILL WAIVE THE INTEGRATION FEE for Wake Technical Community College.*
- *Value-Add for SCCC: Automatic candidate text messaging at no additional cost.*
- *Value-Add for SCCC: Comprehensive Client training from PBSA Education Committee Co-Chair Lisa Worgull on best practices and compliance procedures.*
- *Value-Add for SCCC: Integrated Electronic Pre-Adverse/Adverse Action Program offered FREE OF CHARGE.*

Dedicated Team Approach

TruView's business approach emphasizes strong Client partnerships. We do not "farm out" our customer service by using call centers. We are based in the USA and 100% live, all the time. Day-to-day questions, concerns, and requests are handled in personalized fashion by an integral, U.S.-based TruView team. We consult with our Clients daily to clarify screening results and provide assistance and guidance in updating screening practices.

TruView is compliant with all federal, state, and local laws and regulations. We are knowledgeable in all applicable federal, state, and local laws and guidelines—including but not limited to the Fair Credit Reporting Act (FCRA), EEOC guidelines, and state consumer reporting agency regulations—and we are up-to-date on how changes in the law affect our Clients. We communicate important developments to assist our Clients in their legal protection and in making informed business decisions. As a TruView Client, SCCC users have access to a variety of timely resources and updates by simply clicking on the menu bar of the TruView webpage. We stay on the leading edge of knowledge, education, and dialogue.

TruView's New York, Texas, and California background screening offices operate from 8:00 am to 6:00 p.m., providing extended normal business hours across all time zones. From your dedicated Team Leader and Research Analysts to our Executive Team, TruView will be available to support your contract needs and provide technical support. TruView provides a 1-888 customer service number for urgent afterhours requests. We set aggressive customer service standards to meet the needs of our Clients. We are happy to speak with you by phone and email.

TruView is a Client-responsive company, and we provide the resources necessary to meet anticipated Client implementation timelines and processes. We find that being a streamlined organization not only allows us to take a personalized approach but to cut down on organizational "red tape," as well, making for faster implementation times and issues resolution.

TruView uses a Dedicated Team Approach to contracts that provides a core contract team with a backup and support team, allowing us to allocate workload for members of the team depending on the flow of incoming screens. We have found it to be an efficient and effective management system. Our organization is flexible and reacts quickly to Client needs. When you call TruView, you know who will answer: a responsive team who knows SCCC's representatives, your hiring matrices, and your processes. This helps TruView meet requests and make improvements more efficiently. Our team works with Clients daily to clarify screening results and provide guidance in updating screening practices.

Our initially proposed Team assignments for SCCC are as follows.

Primary Contract Team

Executive Contract Administrator

- Nicholas M. Auletta, President—Executive Contract Oversight
- Lisa Worgull, Managing Director, Background Screening Services—Executive Contract Services Management

Contract/Team Management

- Jose Lopez, Operations Manager, Background Screening

Dedicated Primary Team Leader/Account Manager—SCCC's Daily Point of Contact

- James Rice, Team Leader

Dedicated Primary Research Analysts/Analytical Background Screens

TruView will assign a Primary Research Analyst to the SCCC account. TruView screeners receive certified FCRA training from the PBSA; TruView's proprietary 15-day training; and ongoing training in screening methodologies and legal compliance practices.

Backup Team

TruView will assign a Dedicated Backup Team Leader and Backup Research Analysts to your account.

- Beatriz Hernandez, Team Leader

TruView Team Leader James Rice—based in New York and leading our New York-based Team of Research Analysts—will serve as the Account Manager to SCCC and will communicate with you on a day-to-day basis. However, part of TruView's Team Approach means our entire team—from the President to the Research Analyst—will be available to you to address your needs and concerns. Your Team Leader/Account Manager will be available via a direct telephone number and/or email address and will provide updates on pending items. TruView is 100% "live"—we do not use call centers, preferring a responsive, direct-to-Client service approach. We will be available to you during SCCC business hours as requested, with extended service support via email and the TruView 1-888 number.

Implementation Process and Quality Control

TruView is prepared to begin the implementation process immediately upon contract award.

Standard Project Implementation Plan	
Discussion with Client on Pricing Notes and Packages (as needed)	Upon Award
Background Screening Services Agreement and Notice to Users of Consumer Reports to Client	Upon Award
Credit Credentialing Documents (if applicable) Sent to Client	Upon Award
PO Generation Steps to Client (if applicable) for Cooperative Purchasing Agreements	24 Hours from Award
Background Screening Services Agreement Returned	Based on Client
Credit Credentialing Documents Returned	Based on Client
TruView Client Preferences Checklist Sent Out and Scheduling of Client Kick-Off Call	Within 24 Hours of Agreement
Client Kick-Off Call to Review Preferences Checklist	As soon as possible, pending Client availability
Email Introducing Operations Team and Team Leader	24-48 Hours after Kick-Off
Credit Credentialing Site Visit Set-up (if required)	24 – 48 Hours
Compliance Tool Kit sent to Client, including Best Practices Forms, such as Notification & Release Authorizations; FCRA Summary of Rights; Pre-Adverse and Adverse Action letters; appropriate State forms	24 – 48 Hours
Set up Client on TruView secure web-based portal for all authorized personnel to order background screens	24 Hours
Send Username/Password(s) and Instructions to Client	24-48 Hours after Kick-Off
Conduct Platform Training with Client	As soon as possible, pending Client availability (in-person or via webinar)
Begin Processing Background Screening Requests	Immediately after Platform Training
Client Check-Up	On Initial Start-Up +90 and Periodically

Training Authorized Client Users

TruView is prepared to begin the implementation process immediately upon contract award. Prior to the start date, at the contract startup meeting, TruView will conduct training to ensure that all authorized SCCC users are fully online. Additional training for new, authorized users will be provided for the duration of the contract. We initiate task orders on the day of receipt.

Process Flow for New Screens/Turnaround Times

New screening orders are initiated on the same day as received/entered. The system assigns screens to the research analyst assigned to the contract. A Social Security Number trace will be performed for each applicant, as it verified the subject (identity verification) and reveals critical information, including

addresses/jurisdictions used for criminal history searches. TruView will notify SCCC should any jurisdictions differ from those reported by the applicant.

New screening requests, when entered into the TruView system, follow a process flow:

- Searches are initiated on the same day as received.
- The system assigns screens to an appropriate analyst assigned to the contract. Analysts verify the subject through the SSN trace (identity verification), which also identifies the jurisdictions searched for criminal history.
- Criminal checks are ordered immediately upon jurisdiction identification since return times may vary, based on court or jurisdiction. All criminal inquiries are also confirmed by multiple points of identification.
- As results come in, analysts review for accuracy.
- All reports are subject to a quality control review before approval for Client delivery.
- The TruView platform emails the Client when reports are ready for viewing.

Criminal checks are ordered immediately upon jurisdiction identification; while 24 hours represents a common turnaround time for most criminal history court searches, return times may vary, based on court or jurisdiction and positive hits obtained. All criminal inquiries are also confirmed by multiple points of identification. Therefore, county/state criminal records searches in which a “hit” is received may take 48 hours or longer to complete, as we review the report to ensure compliance and reportability. As results come in, analysts review for accuracy. Through TruView’s web-based screening platform, authorized users can always review all completed elements, 24 hours a day, even if the remainder of the investigation’s elements are not complete. TruView’s approach to your account is organic and responsive. Our team leaders and research analysts develop close relationships with our Client requirements and expectations and know when to notify you, such as for reports that will not be delivered within the required timeframe, the reason for the delay, and the expected completion day/time. Reports are subjected to a Quality Control reviews by Team Leaders and Senior Management and are approved for delivery to the Client. The TruView platform generates an email to the Client, informing them reports are ready to be viewed.

TruView meets and exceeds industry best practices. TruView’s search methods include four data points (full name, date of birth, Social Security number, and known address) to confirm identity. TruView further confirms records through local public and court records, as needed. For entities that do not have online databases, TruView maintains a nationwide network of local investigators/court runners. TruView performs expedient court/document searches in any local jurisdiction in the U.S. TruView uses resources external to the United States only for international searches.

We customize our programs to the client, including with respect to searching additional names and aliases. Subjects with aliases, maiden names, and significant spelling variations are screened using alternate names through all applicable search methodologies. Screenings are conducted from start to finish by one, dedicated screener. In case a backup screener is required, the two are required to keep diligent notes, ensuring all components of the screening are complete. TruView confirms that each adverse record located is reportable under FCRA and applicable governing state law. When conflicting laws apply, TruView follows a “most restrictive law” policy. We verify all claims made by the applicant, with discrepancies researched and reported.

Status Notification Process, Delayed Reports, and Optional Services

TruView prides itself on accurate and timely reporting, with a forward facing, client first customer service approach. As such, updates are provided directly to SCCC designated representative by a dedicated TruView Account Manager. Utilizing our screening platform, designated users are able to view the status of an applicant’s file, down to the specific search elements that are clear, contain a record, or are still pending completion. This view provides a snapshot of an applicant’s file in real time. Status fields are marked with their corresponding designation when either in process or completed. In this way, SCCC designated representatives are able to obtain the most current and up to date status on a particular individual at any given

time. Regular review and communication between the TruView account manager and SCCC designated personnel is then utilized to prioritize particular files over others if necessary.

Should a particular file not make it's intended timeline, the dedicated TruView Team Leader will communicate the reason for the delay (court holidays, record adjudication, etc.) to the designated SCCC representative. In all cases meeting these criteria, the Team Leader will work with their analysts to expedite the delayed file through any and all means at TruView's disposal. This includes but is not limited to calling courts directly and/or placing rush orders on existing searches with third-party providers. In all steps the dedicated Team Leader will communicate the actions taken and the estimated timelines for each until such time that the issue with the delayed report is resolved and the file delivered.

As a full service background screening and investigations company, TruView has a litany of expanded search elements and optional services available for SCCC. Should the need arise for additional services to be employed, TruView will work with SCCC to customize a program that fits their needs. With multiple teams providing redundancy to one another, TruView maintains the ability to ramp up operations for larger projects, as well as cross-level workloads should the need arise. This flexibility and adaptability allows TruView to meet our clients' needs in a seamless and timely fashion.

Work Plan Screening Elements Matrix

TruView customizes background screening services based on Client preferences. TruView will provide all elements within Bundled Package per RFP specifications, to include the following:

Investigative Requirements	TruView Investigative Methodology	Turnaround Time
General Scope of Work Requirement: Provide SCCC with pre-employment background investigation services for prospective new and existing hires. Required screening elements are as follows:		
Social Security Number Trace & Residential Verification – 7 Years	Confirmation of address history and Social Security number provided by applicant and the identification of jurisdictions for court searches; results may provide additional names, jurisdictions, and other personal identifiers not disclosed by the individual. Searches are initiated on the same day as received and subjects are verified through the SSN trace (identity verification), which also identifies the jurisdictions searched for criminal history. TruView's SSN Trace includes identity fraud indicators.	Instant
County Criminal Search Felony and Misdemeanors – 7 years	Felony and misdemeanor searches for criminal convictions and pending prosecutions from all counties within a specified state other than Texas where the individual has lived, worked, or was educated in the past ten years. Includes detailed summary, including but not limited to disposition facts, fines, and status for of parole/probation. Results of this search will yield all names listed in results of Social Security Number Trace.	1 - 2 Business Days, with positive "hits" possibly longer
National Criminal Database Search	Search of multi-jurisdictional database compiled from state and county criminal record databases. Sources include court records, incarceration records, prison/inmate records, probation/ parole/release information, arrest data, and wants and warrants. Millions of records searched.	Instant

<p>National Sex Offender Registry Search</p>	<p>Nationwide search of all registered adult sex offenders. Registration may be required for those convicted of crimes including criminal sexual misconduct in the first or second degree, criminal sexual misconduct with minors, or kidnapping. Primary and alias name searched.</p>	<p>Instant</p>
<p>Statewide Criminal Records Search (Felony & Misdemeanor) (Where Available)</p>	<p>Felony and misdemeanor searches for criminal convictions and pending prosecutions through the state court system where the individual has lived, worked, or was educated in the past seven years. Includes detailed summary, including but not limited to disposition facts, fines, and status for of parole/probation. Recommended best practice: primary and alias names searched.</p>	<p>1-2 Business Days</p>
<p>Federal District Criminal Search – 7 years</p>	<p>Searches for criminal convictions and pending prosecutions through the Federal court system where the individual has lived, worked, or was educated in the past seven years. Includes detailed summary, including but not limited to disposition facts, fines, and status for of parole/probation. Results of this search will yield all names listed in results of Social Security Number Trace.</p>	<p>Instant or 24-48 Hours, depending on adjudication criteria</p>
<p>Consumer Credit Report (Employment)</p>	<p>The Credit Report includes a copy of the individual's credit report, which provides a snapshot of financial history, including information regarding credit rating, range, delinquent accounts, accounts sent to collection, maximum credit limits available, court judgments, bankruptcies, and liens, as well as guidelines and standards for interpretations of the full report, to include a detailed list of known adverse credit items and guidelines and standards for determination of an acceptable range. It may also provide a list of recent inquiries made about an individual's credit.</p>	<p>Instant</p>
<p>Drivers License Status & Motor Vehicle Report</p>	<p>Status of an individual's driver's license, including traffic violations, failures to appear, and unpaid fines, as obtained through State DMV systems. The report may reveal a history of substance abuse or a pattern of irresponsible behavior. Includes commercial driving license history. Comprises driver history within all states of residency, outside of California, supplied in the past 7 years.</p>	<p>Instant (minutes, for some states)</p>
<p>Employment Verification - 5 years</p>	<p>The past employers in the last 5 years, with employment history and dates of employment, terminations, resignations, job titles, positions held, current or ending salary, and rehire eligibility. We follow the Rule of 3 in our verifications: three attempts over three days at three different times over three different mediums (email, fax, phone, secondary email).</p>	<p>1 – 3 Business Days</p>
<p>Educational Verification – High School/GED, All College</p>	<p>Comprehensive review that confirms institution attended, courses taken or degrees earned, diplomas, certificates earned and dates attended from universities, colleges, trade and vocational schools, and dates of graduation.</p>	<p>1 – 3 Business Days</p>
<p>Professional License Verification</p>	<p>Search of applicable licensing or issuing body to confirm a claimed professional license or association with a professional certifying body to determine the validity of a license or certification; date and state of issuance; disciplinary actions taken by the governing authority; and renewal and expiration dates.</p>	<p>1 – 3 Business Days</p>

<p>TruLocate Jurisdiction Record Locator</p>	<p>These results have been obtained from a search of a multi-jurisdictional database compiled from available state and county databases from throughout the United States. Sources may include arrest records, court records, incarceration records, prison/inmate records, probation/parole/release information, arrest data, violations, and wants and warrants. Any information reported is verified through the local jurisdiction of record for maximum possibly accuracy, as per the FCRA, before inclusion, if listed on report</p>	<p>Instant</p>
<p align="center">Recommended Additional Services</p>		
<p>10 Panel Clinical Drug Screen</p>	<p>TruView integrates three of the largest medical testing labs in the United States—Quest Diagnostics, LabCorp/Medtox, and Alere eScreen—into our TRU365 background screening platform, giving Clients and applicants real-time web access to a vast network of collection sites and testing laboratories, including after-hours collection sites, clinics with extended hours coverage, and mobile collectors. The TRU365 drug screening platform offers greater usability and manageability, with quick service times and comprehensive coverage for all screens, anywhere in the United States.</p>	<p>1 – 3 Business Days</p>
<p>Social Media Analysis</p>	<p>Social media sites are excellent resources for obtaining additional information about candidates. Often, people’s online lifestyles say more about them than a personal history statement or other traditional means of candidate screening. TruView utilizes online lifestyle searches in nearly every investigation it conducts. These sites are free to search and easy to use and understand. These searches can reveal information about a candidate’s friends, their off-duty activities, hobbies, education, employment history, and general demeanor. TruView investigators are expert at obtaining useful information from social media searches.</p>	<p>Instant</p>
<p>Open Source Intelligence</p>	<p>Combining best practices of AI technology, analytic algorithms, and expert human analysis, TruView performs open source intelligence (OSINT) for reputational risk.</p>	<p>1 – 3 Business Days</p>
<p>Reference Inquiries</p>	<p>TruView conducts reference inquiries for each applicant. TruView will make and document three attempts. Mail inquiries will be sent after three failed attempts to contact by phone. Any returns received after the file has been submitted to SCCC are returned for inclusion in the file.</p>	<p>1 – 3 Business Days</p>
<p>Civil Records Search</p>	<p>Searches for pending, open, and closed civil litigation. Results may include tax liens, judgments, land records, lawsuits, matrimonial actions, etc. Results of this search will yield all names listed in results of the Social Security Number Trace.</p>	<p>1 – 2 Business Days</p>
<p>Global Watch List Search (OFAC)</p>	<p>Results are obtained from a search of over 175 databases covering U.S. and foreign regulatory sanctions, enforcement, and watch lists, including (but not limited to) the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List, Bank of England Consolidated List, European Union Consolidated List, FBI and Interpol Most Wanted Lists, and other international fraud and Politically Exposed Persons (PEP) databases.</p>	<p>Instant</p>

Optional Risk Intelligence Databases: Intelligence Database Searches, to include WorldCompliance, results are obtained from a search of over 3,000+ databases covering U.S. and foreign regulatory sanctions and include over 800 international aggregated regulatory sanction and enforcement most wanted lists with over 1.4 million profiles searched.

Global Watch List/OFAC Monitoring: Often coupled with our criminal database monitoring, TruView monitors its Global Watch List products on a dynamic basis. Results are obtained from a search of over 175 databases covering U.S. and foreign regulatory sanctions, enforcement, and watch lists, including (but not limited to) the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List, Bank of England Consolidated List, European Union Consolidated List, FBI and Interpol Most Wanted Lists, and other international fraud and Politically Exposed Persons (PEP) databases. Potential "hits" are adjudicated at the direct source level before reported.

International Screens

TruView performs international screens and verifications throughout the world, providing complete global investigative coverage in over 220 U.N.-recognized countries and dependent territories. International verifications are performed through a combination of on-staff experts (our employees conduct most international verifications in English speaking countries) and our large network of carefully vetted, trusted third-party consultants in countries throughout the world. We perform a full range of international searches, including verification of personal information, corporate filings, property ownership, civil litigation, criminal records, bankruptcy records, regulatory/professional licensing resources, employment verification, education verification, and government watch lists. More in-depth investigative services, such as discreet source inquiries into negative reputational information/allegations, are also available. International screens are handled on a case-by-case basis and discussed with the Client before they are begun.

All international search results are returned with the official name of court/agency searched and local contact information for secondary verification. TruView is current in all international laws—as well as political developments—that impact international searches. We maintain a country-by-country index that contains specific details on record availability, local privacy issues/laws, requirements for information access (e.g., name in native script, signed releases, need for address history, etc.), estimated turnaround times, and pricing.

Verification of International Education: TruView can verify qualification requirements for employment, degrees/diplomas earned at foreign education institutions, such as through the National Association of Credential Evaluation Services (NACES), World Education Services (WES), or through a similarly recognized worldwide education verification service, following our best practices approach.

GDPR Compliance: TruView is current in the new EU General Data Protection Regulation regarding international data transfer. Our consent forms have been updated to give applicants the ability to opt out, if so desired (that is, so their information will not be allowed to cross EU borders).

Please note that TruView and our TRU365 platform accommodate and comply with RFP service specifications, to include:

- The ability for the College to merge new data imported to existing lists or data (synchronize the data).
- The ability for the College to create or build its own lists or import data from a spreadsheet.
- The ability to provide email notifications for triggering events and flagged matches.
- The notification and resolution of false positives and option to tag/eliminate resolved matches from future reports.
- The ability for the College to access prior search history and audit trail.
- The ability to produce automated and on-demand detailed reports in Microsoft Excel and PDF format.
- Unlimited users/unlimited searches

- Free training and help support—direct contact at all times with TruView Account Manager/Team Leader Beatriz Hernandez
- TruView will provide the Project Manager a detailed report of screenings, type, and expense sorted by Department and Area on a monthly basis. TruView will address discrepancies or questions on reporting within 48 business hours.

SAMPLE REPORT AND REPORTING TOOLS



Background Screening Report

TruView BSI
25 Newbridge Road
Suite 210
Hicksville, NY 11801
Phone: 888-869-8444 / 888-869-8444
Fax: 516-686-0635

FILE NUMBER	8263	REPORT DATE	09-26-2019
REPORT TO	City Transportation Authority (123456) 2 Broadway New York, NY 10004 Phone: (714) 512-3412 Fax: (516) 686-0635	ORDER DATE	09-24-2019 Nick Smith
		TYPE	Basic

California Disclaimer

Pursuant to California Civil Code 1786.29 the following disclaimer is made. The accuracy or truthfulness of this report cannot be guaranteed as to the subject of the investigation, only that it was accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the subject of this report. The Subject of this report may review all files in relation to this report, maintained by TruView BSI with a proper request and identification. TruView BSI may charge a fee of no more than \$8 for making such disclosures, except that TruView BSI will not charge a fee if you 1. certify that you are unemployed and state your intention to apply for a job within 60 days of the certification, 2. are a recipient of public welfare assistance, or 3. have reason to believe that the file of TruView BSI on you contains inaccurate information due to fraud.

De acuerdo al Codigo Civil 1786.29, la siguiente renuncia a responsabilidades es hecha. La exactitud o apego a la verdad de este informe, no puede ser garantizado como el sujeto de la investigacion, solo que este fue copiado con exactitud de los archivos publicos. La informacion generada como resultados de robo de identidad, incluyendo evidencia de actividad criminal, puede ser asociada de manera inexacta con el sujeto de este informe. El sujeto de este informe, puede revisar todos los archivos relacionados con este informe, custodiados por TruView BSI con una requisicion adecuada e identificacion. TruView BSI puede hacer el cargo por no mas de \$8 dolares Americanos por mostrar dichos archivos, excepto que TruView BSI no cobrara una cuota si tu 1. certificas que eres desempleado y demuestras tus intenciones de solicitar trabajo dentro de 60 dias de la certificacion, 2. eres acreedor a ayuda publica "welfare", o 3. tienes razon para creer que TruView BSI el informe sobre ti contiene informacion inexacta como resultado de fraude.

Application Information

APPLICANT	MILLER, SEAN R.	SSN	XXX-XX-1111	DOB	05-07-XXXX
E-MAIL	TV.LWORGULL@GMAIL.COM				
ADDRESS(ES)	123 MAIN ST.	CITY / STATE / ZIP	PHOENIX, AZ 85044		
	25 NEWBRIDGE RD.		HICKSVILLE, NY 11801		

Identity Development

SSN Trace_Address History

RESULTS	Records Found		
SSN SEARCHED	XXX-XX-1111	SEARCH DATE	09-24-2019 3:30 PM MDT

Applicant Information

FULL NAME	DOB	COUNTY	CITY/STATE	REPORTED DATE(S)	RECORDS
SEAN MILLER	XXXX-05-07	ESSEX	MAPLEWOOD, NJ	First: 2019-01 Last: 2019-07	1
SEAN MILLER	XXXX-05-07	NEW YORK	NEW YORK, NY	First: 2018-06 Last: 2018-12	1
SEAN ROBERT MILLER	XXXX-05-07	NEW JERSEY	SHORT HILLS, NJ	First: 2018-01 Last: 2018-05	1

WARNING: This search may not be used as the basis for an adverse action on an applicant. It should only be used to verify or correct an applicant's information, or as a tool to further research of public records or other verifications.

Investigative

County Criminal Records Search

RESULTS **Records Found**
 NAME SEARCHED MILLER, SEAN R.
 DOB SEARCHED 05-07-XXXX
 JURISDICTION AZ-MARICOPA

SEARCH DATE 09-24-2019 3:27 PM MDT
 SEARCH SCOPE 7 Years

***** Abstract *****

NAME ON RECORD MILLER, SEAN
 DOB ON RECORD XXXX-04-01
 OTHER IDENTIFIERS
 OTHER INFO

ASE NUMBER 502008CF012155YXYXMB
 COURT
 FILE DATE 2010-02-10

Count

TYPE Felony
 DISPOSITION Conviction
 DISPOSITION DATE 2010-09-15
 SENTENCE 24 Months Summary Probation; 5 Days Community Service; Restitution of \$100 + Court Fees

OFFENSE Assault

OFFENSE DATE

OTHER INFO On February 7, 2010 subject allegedly used force and violence upon person. Subject was convicted on September 15, 2010 and sentenced to 24 months summary probation, five days of community service, with written proof of enrollment due by October 6, 2010; to stay at least 100 yards away from the victim; and pay restitution of \$100 plus court fees by December 15, 2010.

COMMENT Probation was successfully completed and case was closed on July 13, 2012.

WARNING: Based on the information provided TruView BSI searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. TruView BSI does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Global Security Watch List

RESULTS **No Reportable Records Found**

NAME SEARCHED MILLER, SEAN R. SEARCH DATE 11-26-2019 2:37 PM MST

SOURCES The search you have selected is a search of our criminal database(s) and may not represent 100% coverage of all criminal records in all jurisdictions and/or sources. Coverage details available upon request.

GLOBAL WATCH LISTS: Results obtained from a search of over 170+ databases covering U.S. and foreign regulatory sanctions, enforcement and watch lists as provided by U.S. and foreign governments and international organizations. Sources include, but are not limited to, the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List, Bank of England Consolidated List, European Union Consolidated List, FBI and Interpol Most Wanted Lists, and other international fraud and Politically Exposed Persons (PEP) databases.

CAUTION: Based on the information provided TruView BSI searched for public records in the sources referenced herein for criminal history information as permitted by applicable laws. 'No Reportable Records Found' means that our researchers could not locate a record that matched. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Credentials
Education Verification

RESPONSE RECEIVED **Yes**
 INSTITUTION NAME **UNIVERSITY OF ARIZONA** SEARCH DATE 11-26-2019 2:34 PM MST
 CITY, STATE Tucson, AZ CONTACT Lisa Registrar
 INSTITUTION PHONE (520) 621-2211 SUBJECT
 INSTITUTION FAX
 INSTITUTION EMAIL lregistrar@uofarizona.edu

SUBJECT-PROVIDED INFORMATION **INSTITUTION-PROVIDED INFORMATION**

SOCIAL SECURITY		
DATES CLAIMED	SEP 2000 TO JUN 2004	09/05/2000 - 06/20/2004
DEGREE(S) CLAIMED	BACHELOR OF SCIENCE	BACHELOR OF SCIENCE
DEGREE DATE	JUN 2004	06/20/2004
MAJOR(S) CLAIMED	COMPUTER INFORMATION SYSTEMS	COMPUTER INFORMATION SYSTEMS
GPA CLAIMED		
HONORS CLAIMED		
ATTENDING NAME		
COMMENTS	Education Verification confirmed as provided by subject.	

Disclaimer

This report is furnished to you pursuant to the Agreement for Service between the parties and in compliance with the Fair Credit Reporting Act. This report is furnished based upon your certification that you have a permissible purpose to obtain the report. The information contained herein was obtained in good faith from sources deemed reliable, but the completeness or accuracy is not guaranteed.

Footer

Reporting/Account Management Tools for SCCC

TRU365 is a feature-rich platform that provides for enhanced user reporting and account management tools—and an enhanced user experience.



Username: [Forgot Username?](#)

Password: [Forgot Password?](#)

Login

NOTICE: The use of this system is restricted. Only authorized users may access this system. All Access to this system is logged and regularly monitored for computer security purposes. Any unauthorized access to this system is prohibited and is subject to criminal and civil penalties under Federal Laws including, but not limited to, the Computer Fraud and Abuse Act and the National Information Infrastructure Protection Act.

User

Personal Information

* First Name: Nick
Last Name: Smith
Job Title: HR Coordinator
Phone Number: (917) 701-1955 Ext.
Alt. Phone: (215) 322-2222 Ext.
Fax: (215) 322-2222
Fax Instructions:
Email: nmsalefta@truviewbsi.com
Notes on User:

Account Information

* Login Type: Standard XML Only No Access
* Username: nSmith
New Password:
Retype Password:
Force Password Change
Status: Active Disabled
Disabled User Message:
Reason User Was Disabled:

Multi-Factor Authentication (MFA) Information

Method: Text Message
Disable user MFA editing:
* Text-Enabled Phone: (917) 701-1955

User	Permissions	View Reports	Mgmt Reports
<i>User is allowed to view the following Search Results and Reports:</i>			
<input checked="" type="checkbox"/> Identity Development	<input checked="" type="checkbox"/> Social Security	<input checked="" type="checkbox"/> Person Search	<input checked="" type="checkbox"/> Custom
<input checked="" type="checkbox"/> Credit	<input checked="" type="checkbox"/> Credit Reports	<input checked="" type="checkbox"/> Custom	<input checked="" type="checkbox"/> Investigative
<input checked="" type="checkbox"/> County Criminal Records	<input checked="" type="checkbox"/> State Criminal Court	<input checked="" type="checkbox"/> Federal Criminal Records	<input checked="" type="checkbox"/> International Criminal Records
<input checked="" type="checkbox"/> State Criminal Database	<input checked="" type="checkbox"/> National Criminal Database	<input checked="" type="checkbox"/> National Criminal Database Alias	<input checked="" type="checkbox"/> Global Homeland Security List
<input checked="" type="checkbox"/> Sex Offender Records	<input checked="" type="checkbox"/> State Rental Records Database Search	<input checked="" type="checkbox"/> National Rental Records Database	<input checked="" type="checkbox"/> County Civil Records
<input checked="" type="checkbox"/> Federal Civil Records	<input checked="" type="checkbox"/> Assumed Name Records	<input checked="" type="checkbox"/> Lien & Judgment Filings	<input checked="" type="checkbox"/> Verification
<input checked="" type="checkbox"/> Residence	<input checked="" type="checkbox"/> Address	<input checked="" type="checkbox"/> Employment	<input checked="" type="checkbox"/> Check Scan
<input checked="" type="checkbox"/> Reference	<input checked="" type="checkbox"/> Personal Reference	<input checked="" type="checkbox"/> Professional Reference	<input checked="" type="checkbox"/> Workers Compensation
<input checked="" type="checkbox"/> Custom	<input checked="" type="checkbox"/> Credentials	<input checked="" type="checkbox"/> Professional License	<input checked="" type="checkbox"/> Education
<input checked="" type="checkbox"/> Commercial Driver License	<input checked="" type="checkbox"/> Instant Driving Records	<input checked="" type="checkbox"/> Healthcare Compliance	<input checked="" type="checkbox"/> PSP Crash & Inspection
<input checked="" type="checkbox"/> Custom	<input checked="" type="checkbox"/> Report Summarization	<input checked="" type="checkbox"/> Executive Summary	<input checked="" type="checkbox"/> Tenant Scorecard
<input checked="" type="checkbox"/> Scorecard Pro	<input checked="" type="checkbox"/> Custom	<input checked="" type="checkbox"/> Substance Abuse Screening	

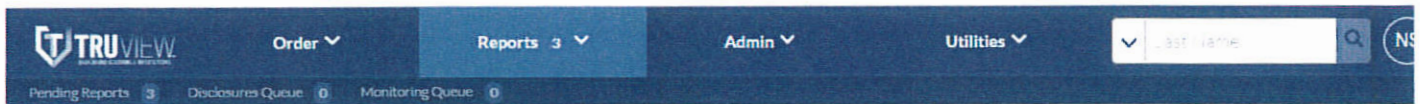
Maintaining a secure environment, the platform builds ability for “Master” or “Admin” users from SCCC to manage users, if desired, adding security and increased functionality. Unique usernames and passwords are granted for each user, as well as Multi-Factor Authentication. Further, an enhanced permission menu allows Users to be granted or denied access to the following areas:

- Non-Administrative
 - Order Reports
 - Order Consumer Entry (QuickApp™) Reports
 - View Reports
- Administrative
 - View Invoices
 - Order Reports for Other Users
 - Order Reports for Child Clients
 - View All Reports for Other Users and/or Child Clients
 - View Management Reports
 - Manage Users
 - Move Reports Among Users and/or Child Clients
 - Useful when employees change departments and/or campuses
 - View Document Library
 - Restrict IP Access
 - Restrict Certain Segments of Reports from User (i.e. Criminal or I-9/E-Verify)

TruView’s TRU365 Platform provides the option for orders to be processed through several options:

- Integration Interface
- New Order
 - Client entered order; or,
 - QuickApp™ where Client-customized email is sent to applicant’s email
- Batch Order
 - Where Client can upload excel with tens (or even hundreds!) of applicants at the same time directly into TruView’s platform

Furthermore, all options are available at all times for Client use so that Client can use the Integration Interface for standard orders but use Batch Order for summer volunteers, for example. The platform uses multiple views for returned report viewing, to include flagging based on Client specific preferences:



Completed Reports

Print Export Hide Report(s)

Name	SSN	File	Report To	Ordered By	Status	Ordered	Completed	Type	Flag
BLACK, LEWIS R	XXX-XX-3333	1004	State University	Lisa Jones	Complete	2018-10-25	2018-10-25	Employment	
MESS, HANK	XXX-XX-1111	1006	State University	Nick Smith	Complete	2018-10-31	2018-10-31	Employment	

Refresh Items per page: 15 Showing 1 to 2 of 2 rep.

The TRU365 Platform maintains TruView’s unique “Progressive Reporting” program. Any completed information is available to be viewed via hyperlinks inside the system, increasing efficiency, and cutting down on printing of costly paperwork.

Report Results - #1003 - SIMPSON, HOMER J.
123AAAB

View Print Add to Order

Order Details ↑

Status:	Pending	Decision:	
Order Date:	10-25-2018 4:30 PM MDT	Requestor:	Lisa Jones
Report Date:	11-08-2018 2:11 PM MST	Email:	tv.lworgull@gmail.com
File Number:	1003 / 123AAAB	Phone:	(714) 512-3412
Report To:	State University / 123456 123 Main Street Arcadia, CA 91006	Alt Phone:	8882228877
		Fax:	(516) 686-0635
		Product:	Basic

Applicant Information ↑

Name:	SIMPSON, HOMER J.	SSN/DOB:	XXX-XX-1111 / 05-01-XXXX
Email:	-	Phone:	-
Address:	123 MAIN ST., ARCADIA, CA 91006	Prop. Salary:	45000
Position:	ADMIN ASST		

Search Results Add to Order

Search	Status	
SSN Trace_Address History		
SSN Trace_Address History (XXX-XX-1111)	Pending	🗑️
County Criminal Records Search		+
NJ-ESSEX (MESS, HANK M)	Pending	🗑️
NY-NYOCA (MESS, HANK)	Pending	🗑️
National Criminal Database Search		+

TruView’s platform features include:

- Jurisdiction Lookup Tool
 - Find local courts per jurisdiction directly in the platform
- Collection Site Lookup Tool
 - For Drug Screening Clients, Client Users can find which labs are closest from TruView’s 13,000+ integrated collection sites
- Move Report
 - Move reports within Client Users and/or Child Accounts

TRU365 has custom and standard Management Reports built directly into the platform. Management Reports can be ordered at any time with the click of the button.

- Decision Report
 - The Decision Report provides a list of decisions made on reports within a selected date range and the history of those decisions for a specific client, user, and its sub-clients, if applicable.
- Hit Ratio
 - The Hit Ratio: Search Centric Report provides a list of searches completed within a selected date range that can be grouped and sub-totaled by client, search type and/or TruView Research Analyst. The report indicates the existence of a hit and the number of hits on a report.

Export Data Print Restore Defaults Hide: Show Fields Add a Chart

Applicant	SSN	Client Code	Client Name	Referred By	Date Completed	Jurisdiction	Search Type	Hit	File Number	Date Ordered	Order Type
-	-	-	-	-	2019-10-04	NATIONWIDE	National Criminal Database Alias Search	YES	8594	2019-10-03	volunteer
-	-	-	-	-	2019-10-04	NATIONWIDE	Sex Offender Records Search	NO	8594	2019-10-03	volunteer
-	-	-	-	-	2019-10-04	NORTH CAROLINA	State Criminal Court Search	YES	8594	2019-10-03	volunteer
-	-	-	-	-	2019-10-04	NATIONWIDE	National Criminal Database Alias Search	YES	8565	2019-10-02	volunteer
-	-	-	-	-	2019-10-04	NATIONWIDE	Sex Offender Records Search	NO	8565	2019-10-02	volunteer
-	-	-	-	-	2019-10-04	NORTH CAROLINA	State Criminal Court Search	YES	8565	2019-10-02	volunteer
-	-	-	-	-	2019-10-01	NORTH CAROLINA	State Criminal Court Search	NO	8433	2019-09-30	volunteer
-	-	-	-	-	2019-10-01	NATIONWIDE	National Criminal Database Alias Search	NO	8433	2019-09-30	volunteer
-	-	-	-	-	2019-10-01	NATIONWIDE	Sex Offender Records Search	NO	8433	2019-09-30	volunteer
-	-	-	-	-	2019-10-04	NORTH CAROLINA	State Criminal Court Search	NO	8618	2019-10-04	volunteer
-	-	-	-	-	2019-10-04	NATIONWIDE	Sex Offender Records Search	NO	8618	2019-10-04	volunteer
-	-	-	-	-	2019-10-04	NATIONWIDE	Sex Offender Records Search	NO	8395	2019-09-30	volunteer
-	-	-	-	-	2019-10-04	NATIONWIDE	National Criminal Database Alias Search	YES	8395	2019-09-30	volunteer
-	-	-	-	-	2019-10-04	NORTH CAROLINA	State Criminal Court Search	YES	8395	2019-09-30	volunteer

SUB TOTAL Records: 14 Hit: 6 No Hit: 8 Hit Ratio: 42.86%

GRAND TOTAL Records: 14 Hit: 6 No Hit: 8 Hit Ratio: 42.86%

- Metadata Report
 - The **Metadata Report** provides file details for files either created or completed within a selected date range. Optional information includes Cost Code, Optional Fields, and more.
- Product Utilization

- The **Product Utilization: Search Type** template provides a quantity of each type of search ordered client by client within a selected date range.
- Status Reporting
 - The **Status Reporting: Incomplete Reports** template provides limited details on outstanding incomplete reports within a selected date range. The report can be grouped and sub-totaled by client or TruView Research Analyst and filtered by number days outstanding.
- Time Service
 - The **Time Service Report: Completed by Report** template provides granular time service for managing the perspectives of all the players for completing reports in the background screening process within a selected date range.

Client Code	Client Name	Product	File Number	Applicant Invite Date	XML or Ap Started	Processed out of Queue	Pending Review	Complete Date	Add to Order
600121	Volunteer Services	City	1001	10/21/2019 7:57	10/21/2019 7:57	10/21/2019 7:58	10/23/2019 14:54	10/22/2019 7:58	10/24/2019
600121	Volunteer Services	City	1002	10/21/2019 7:58	10/21/2019 7:58	10/21/2019 7:59		10/22/2019 7:59	10/22/2019 1
600121	Volunteer Services	City	1003	10/21/2019 7:59	10/21/2019 7:59	10/21/2019 8:00		10/22/2019 8:00	10/22/2019 2
600121	Volunteer Services	City	1004	10/21/2019 8:00	10/21/2019 8:00	10/21/2019 8:00		10/22/2019 8:00	10/22/2019 2
600121	Volunteer Services	City	1005	10/21/2019 8:00	10/21/2019 8:00	10/21/2019 8:02		10/22/2019 8:02	10/22/2019 2
600121	Volunteer Services	City	1006	10/22/2019 5:18	10/22/2019 5:18	10/22/2019 5:20		10/23/2019 5:20	10/23/2019 1
600121	Volunteer Services	City	1007	10/23/2019 4:33	10/23/2019 4:33	10/23/2019 4:34		10/24/2019 4:34	10/24/2019 1
600121	Volunteer Services	City	1008	10/23/2019 4:35	10/23/2019 4:35	10/23/2019 4:36		10/24/2019 4:36	10/24/2019 1
600121	Volunteer Services	City	1009	10/23/2019 4:36	10/23/2019 4:36	10/23/2019 4:38		10/24/2019 4:38	10/24/2019 1

Summary Rows:

- Agency Time 5e 32.73 hours
- App Ready Time -1.00 hours
- Applicant Time -1.00 hours
- QA Time Service 36.84 hours
- Total Time Serv 38.73 hours

Pre-Adverse/Adverse Action Compliance and Best Practices

TruView confirms that each adverse record located is reportable under the federal Fair Credit Reporting Act (FCRA) and applicable governing state law. Every criminal conviction is reviewed twice by qualified human beings—the TruView Research Analyst and their Team Leader. Our platform is integrated with a dynamic legal compliance tracker on the backend of our system so that when we enter the jurisdiction, all applicable laws for that jurisdiction are displayed prominently to our Research Analyst and Team Leader, so we always know what legal issues, if any, there are in reporting the finding.

Under the federal Fair Credit Reporting Act, an employer who bases its decision not to hire or promote a candidate on any information, in whole or in part, revealed in a background screen conducted by a third-party Consumer Reporting Agency—that is, a third-party background screening service provider—is required *by law* to send adverse action letters to the applicant.

In the event that background screens identify something in a candidate’s background that is unacceptable to the employer—a criminal conviction or inclusion in a sex offender registry or government watchlist, for example—then the employer is required to send a pre-adverse action letter. The purpose of the pre-adverse action letter is to give the applicant notice of a negative finding and allow him or her time to dispute any inaccurate information contained in the report or provide an explanation that might be satisfactory to the employer.

If the candidate does not dispute the negative information within a reasonable amount of time, the employer is required to send an adverse action letter. The adverse action letter must outline the reason for why employment consideration has been terminated, citing the background screening report, the name of the report's preparer, and their contact information. The letter should include a statement that the background screening provider did not participate in the decision not to hire the candidate and only supplied the background screening report. The letter should also include notice of the candidate's right to dispute the report's findings and advise the candidate that they are entitled to receive a free background report from the background screening provider within 60 days of the letter.

Pre-adverse and adverse action letters provide evidence of compliance with the FCRA, which will prove helpful should a rejected candidate pursue the matter in court.

TruView's Responsiveness Makes It Easier

TruView's TRU365 background screening platform has automated the Pre-Adverse and Adverse Action delivery process through electronic notices. Clients have the ability to use TruView's Best Practices Pre-Adverse or Adverse Action notices, or upon approval, upload their own forms to TruView's platform. Further, to ensure security and compliance, the electronic notice requires the applicant to confirm receipt (via applicant-specific identifiers) and captures IP address and date-and-time stamp when read. For applicants that prefer a hard copy notice, they can decline the electronic notice and TruView's platform automatically creates an entry in the platform's queue for the Client and/or TruView to send out the manual notice and track its completion.

TruView also can perform pre-adverse and adverse action letter services, meeting all FCRA requirements, on behalf of our clients.

TruView pre-populates pre-adverse and adverse letters using information from each applicant within the system; reducing duplicate data entry efforts. Copies of these letters are available inside the platform for easy printing and compliance:

Address: 123 MAIN STREET, ISLIP, NY 11751
Position: CUSTODIAN
Prop. Salary: 45000

Search Results + Add to Order

Search	Status	
SSN Trace_Address History		
SSN Trace_Address History (XXX-XX-1111)	Complete	🗑️
County Criminal Records Search		+
🚩 NJ-ESSEX (MESS, HANK M)	Complete	🗑️
🚩 NJ-ESSEX (MESS, HANK)	Complete	🗑️
🚩 NY-NYOCA (MESS, HANK)	Complete	🗑️
🚩 NY-NYOCA (MESS, HANK)	Complete	🗑️
National Criminal Database Search		+
🚩 NATIONWIDE (MESS, HANK M)	Complete	🗑️
Global Security Watch List		+
MESS, HANK	Complete	🗑️

Attachments + - **Disclosures and Forms**

- Adverse Action Letter (2 KB) 📎
- Pre-Adverse Action (2 KB) 📎
- Pre-Adverse Action (67 KB) 📎

--Select Disclosure or Form--
🗑️ 📄 📧

TRU365 features a customized Pre-Adverse and Adverse Action module built directly into the platform. TruView and/or Client can send required disclosures directly from the platform in integrated email form; complete with time and date stamp tracking of who sent the disclosures. Links to the disclosures are valid for a period of 5 days; once viewed, the disclosure is available for 24 hours. Via our "Disclosures Queue" inside the platform, the system alerts Clients and TruView of which disclosures (to include Pre-Adverse and Adverse Action) are required to go out and when:



QuickView™ message from State University
File # 1006

This message will expire after 24 hours.

Finish [Print](#)

State University
123 Main Street
Arcadia, CA 91006
Phone: (714) 512-3412
Fax: (516) 686-0635

PRE-ADVERSE ACTION LETTER

CONFIDENTIAL TO BE OPENED BY ADDRESSEE ONLY
HANK MESS
123 MAIN STREET
ISLIP, NY 11751

November 13, 2018

Hello HANK MESS,

We are writing to inform you that in evaluating your application for employment we have received the enclosed consumer report. This notification is provided because we may make an adverse decision that may be based, in whole or part, on this report. We are hereby informing you of certain information pursuant to the Fair Credit Reporting Act and state law.


The report was procured pursuant to an authorization signed by you. A summary of your rights as a consumer is enclosed. If you have any questions regarding this report or believe that it may contain incorrect information, you may contact the provider of the report, TruView BSI, and they will respond to your inquiry. Their mailing address and phone number are listed below:

TruView BSI


After a Pre-Adverse Action letter is prepared and sent, either via the integrated e-mail or regular mail, the system can even send a reminder to send out the follow up Adverse Action letter after a designated number of days. All designed to help you maintain compliance and organize and streamline your processes.

Applicants also have the option to refuse email delivery of these disclosures, whereas the system will alert clients via the "Disclosures Queue"; again, helping to maintain compliance.

Tue 11/13/2018 9:29 PM

 State University <automation@instascreen.net>
State University Background Check Application - #1006

To: Nicholas M Auletta



State University Background Application - #1006

Hello HANK MESS,

Please click the [View Message](#) button to view a secure message in connection with your recent background check.


[View Message](#)

Or [decline](#) online viewing and receive a paper copy of the report in the mail.

Sincerely,

Lisa Worgull

State University
123 Main Street
Arcadia, CA 91006
(714) 512-3412



In addition to the integrated Pre-Adverse and Adverse Action capabilities, TruView also offers a Report Decision Tool that allows users to apply preliminary and/or final hiring decisions (e.g., Approved, Review, Pre-Adverse, Declined, Opt-Out, etc.) that can also be color coded, giving you and your users an at-a-glance look at what actions or steps you may wish to take based on the parameters that you have set.

Users can also choose to have TruView automate the delivery of Pre-Adverse and Adverse Action letters in conjunction with the Report Decision Tool when the decision is set to Pre-Adverse or Declined. Users can also enable a feature that can send users an e-mail reminding them to send the required Adverse Action letter after a designated number of days. Similarly, the system will provide a warning to users when an Adverse Action (i.e., Declined decision) is requested prior to an Adverse Action decision, further ensuring compliance.

The screenshot displays the TruView web application interface. At the top, there is a navigation bar with the TruView logo, menu items for 'Order 9', 'Reports 6', 'Admin', and 'Utilities', and a search bar containing 'Last Name'. Below the navigation bar, the main content area is titled 'Report Results - #17092 - JONES, JOHNNY' and includes the client name 'City Transportation Authority' and user 'Nick Smith'. Action buttons for 'View', 'Print', and 'Add to Order' are visible. The 'Order Details' section shows the status as 'Complete' and lists order and report dates, file number, and report recipient information. The 'Applicant Information' section provides personal details for Johnny Jones, including his name, email, address, SSN/DOB, phone, and jurisdiction (AL). A 'Decision' dropdown menu is open, showing various options like 'Approved', 'Declined', 'Review', etc., each with a corresponding color-coded circle. At the bottom, a 'Search Results' table is partially visible with columns for 'Search' and 'Status'.

Customer Service Level Management

TruView complies with all applicable laws and standards in performing background screening services, including the Federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq., the “FCRA”), Health Insurance Portability and Accountability Act, and all other relevant federal, state, and local statutes, as well as relevant business and professions codes and standards.

As a credit reporting agency (CRA) under the Fair Credit Reporting Act, TruView is audited periodically by providers such as credit bureaus, Department of Motor Vehicles agencies, and data repositories, such as The Work Number. TruView maintains detailed security and data protection policies to ensure we provide as much information to our clients as is legally permissible.

TruView’s business approach emphasizes strong Client partnerships. We do not “farm out” our customer service by using call centers. Day-to-day questions, concerns, and requests are handled in personalized fashion by an integral TruView team, based in the United States. We consult with our Clients daily to clarify screening results and provide assistance and guidance in updating screening practices.

TruView’s background screening offices operate from 8:00 am to 6:00 pm in Eastern, Central and Pacific time zones, providing extended normal business hours. From your Dedicated Texas-based Team Leader Beatriz Hernandez and Research Analysts to our Executive Team, TruView will be available to support your contract needs and provide technical support. TruView provides a 1-888 customer service number for urgent afterhours requests. We set aggressive customer service standards to meet the needs of our Clients. We are happy to speak with you by phone and email.

TruView is a Client-responsive company, and we provide the resources necessary to meet anticipated Client implementation timelines and processes. We find that being a streamlined organization not only allows us to take a personalized approach but to cut down on organizational “red tape,” as well, making for faster implementation times and issues resolution.

Because we closely manage your background screening program and use a Dedicated Team Approach that ensures consistency, familiarity, and Client responsiveness, we resolve any problems or issues that arise, professionally and expeditiously. When you call TruView, you will always reach a professional who is knowledgeable about your account and can meet your requests.

Developments in Background Processes: TruView is an active member of the Professional Background Screeners Association (PBSA), and the Society for Human Resources Management (SHRM). These organizations are tied to, and keep their membership apprised of, any changes in legislation, notable developments in the industry, and landmark litigation decisions. TruView leadership and analysts regularly participate in PBSA and SHRM webinars, as well as attend in-person conferences. Lisa Worgull, TruView's Managing Director of Background Screening, is the current Co-Chair of the prestigious PBSA Education Committee. As such, newly developed information is disseminated through TruView to the analyst level, and then communicated to SCCC via your dedicated Team Leader.

All TruView analysts are FCRA-certified and are required to complete and pass a proprietary TruView training program. They are trained in Client contract requirements and receive ongoing professional development and legal compliance training. **We have built into our Team the professional experience to supervise and review our investigative work product for legal and compliance sufficiency.** Every background investigative case report that is released from our offices will be reviewed by your dedicated Team Leader for accuracy and compliance.

TruView is obligated under the Fair Credit Reporting Act (FCRA) to ensure that our partners understand their responsibilities as an end user of a consumer report and/or an investigative consumer report. Therefore, we go the extra mile to ensure that we remain up to date on all regulatory alterations to the compliance

landscape. In short, we monitor and educate our staff so that SCCC will remain compliant throughout all of their background screening investigations.

As a leader in the background screening industry, TruView stays on the leading edge of knowledge, education, and dialogue. We host and participate in numerous training and educational venues of value to our clients, professional staff, and industry associates. Our TruView Professional Webinar Series is very popular. TruView publishes a monthly newsletter, the *TRU Report*, which includes valuable information for our Clients on legal updates and issues. As a TruView client, SCCC will have access to a variety of timely resources and updates by simply clicking on the menu bar of the TruView webpage.

Compliance Program: TruView utilizes a comprehensive, multi-faceted Compliance program. Built with several layers of redundancy, we address necessary compliance items at the federal, state, and local level throughout the course of our investigations. Our Compliance program starts with our training. All TruView Research Analysts must first complete the Fair Credit Reporting Act (FCRA) Basic Certification Program offered by the Professional Background Screeners Association (PBSA), considered the benchmark organization for the background screening industry. This sets a firm training foundation from which TruView builds upon.

Once certified in the basic course, Research Analysts receive full spectrum training on Compliance adherence through a combination of in-house and outsourced platforms. Topics of these trainings include but are not limited to, security of Personal Identification Information (PII), Health Insurance Portability and Accountability Act (HIPAA) compliance, adherence to the Payment Card Industry Data Security Standard (PCI DSS,) and social engineering training.

TruView requires 100% oversight of all work completed by new Research Analysts by a Senior Research Analyst, and/or their Team Leader. Only once these experienced individuals have deemed a Research Analyst above standard are they then free to deliver completed work directly to our Clients. Even after this benchmark is achieved, Team Leaders and Senior Research Analysts still “spot check” completed files, periodically ensuring that the quality of work remains in compliance with regulations. TruView enhances this with other policy and procedures, such as a review by two individuals of any criminal records located no matter the level of the analyst. This ensures that the identifying information of a subject matches the obtained record to maximum possible accuracy before reporting it to a Client.

In order to stay current with the regulations affecting FCRA compliance, TruView monitors new laws enacted across the country as well as court rulings. Whenever changes are made that may affect the reportability of records, TruView immediately adapts internal policy and procedure to accommodate the new law. We then disseminate this information to all analysts and conduct any trainings as necessary. Team Leaders communicate these changes to our Client points of contact, making them aware of any new regulations and how it may affect reporting going forward. In this way, TruView’s Compliance program remains fluid, keeping both analyst and Client abreast of the most current information.

Finally, TruView employs a program of self-audits to ensure that all levels of analysts are adhering to the Compliance program. This is done through a combination of semi, bi, and annual trainings, as well as the previously mentioned quality assurance review of completed work by those in leadership positions. TruView also employs a covert quality assurance audit known as a salted search. These salted searches are predetermined, fictitious backgrounds with a specific set of information. The salted search is presented unknowingly to an analyst to test their level of competency, both in discovering the information and adhering to compliance in reportability. These results are reviewed by leadership and the analyst is reinstructed in any areas needed.

End of Text for Exhibit D

EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

See, ATTACHMENT 1, Contractor's Cost Proposal, annexed hereto.

**ATTACHMENT 1
Contractor's Cost Proposal**

**EXHIBIT 1
COST PROPOSAL**

FREQUENTLY USED CUSTOM PACKAGES

Package 1	Package 2	Package 3
County Criminal Statewide Criminal NY Statewide Motor Vehicle NY Nationwide Federal Criminal Nationwide Sexual Offender Index Nationwide Patriot Act Social Security Alert Residency History Verification Employment	County Criminal Statewide Criminal NY Statewide Motor Vehicle NY Nationwide Federal Criminal Nationwide Sexual Offender Index Nationwide Patriot Act Social Security Alert Residency History Credit Report Verification Employment Verification Professional License	County Criminal Statewide Criminal NY Statewide Motor Vehicle NY Nationwide Patriot Act Nationwide Record Indicator with SOI Social Security Alert Residency History Credit Report Verification Education Verification Employment
\$ 35.00 /person	\$ 49.00 /person	\$ 49.00 /person

EXHIBIT 2
COST PROPOSAL

STANDARD EMPLOYMENT VERIFICATIONS

Prices shall be based on the cost per Applicant Screening check.

<u>REQUESTED ITEM</u>	<u>REGULAR FEE</u>	<u>EXPEDITED PROCESSING FEE</u>	<u>FEE FOR FOLLOW-UP CHECK</u>
Verification of Social Security Number (Social Security Alert)	\$ 1.50	\$ 1.50	\$ 1.50
Criminal History Check – Current County	\$ 7.50	\$ 7.50	\$ 7.50
Criminal History Check – Flat Rate All Counties Past 7 Years	\$ 20.00	\$ 20.00	\$ 20.00
Criminal History Check – New York Statewide Criminal	\$ 7.50	\$ 7.50	\$ 7.50
Criminal History Check – Nationwide Federal Criminal	\$ 6.00	\$ 6.00	\$ 6.00
Residence History	\$ 1.00	\$ 1.00	\$ 1.00
Employment Verification			
10 years	\$ 28.00	\$ 28.00	\$ 28.00
up to 3 Employer Verifications	\$ 20.00	\$ 20.00	\$ 20.00
Education Verification	\$ 6.00	\$ 6.00	\$ 6.00
Sex Offender Database Search (Nationwide Sex Offender)	\$ 3.00	\$ 3.00	\$ 3.00
Patriot Act Terrorism Search	\$ 3.00	\$ 3.00	\$ 3.00
Motor Vehicle/Driver's License History	\$ 2.50	\$ 2.50	\$ 2.50
<u>ADDITIONAL ITEMS</u>	<u>FEE</u>	<u>EXPEDITED PROCESSING FEE</u>	<u>FEE FOR FOLLOW-UP CHECK</u>
Nationwide Database + Sex Offender Search	\$ 5.00	\$ 5.00	\$ 5.00
Credit Check	\$ 9.00	\$ 9.00	\$ 9.00
Professional License Verification	\$ 8.00	\$ 8.00	\$ 8.00

STATE FEES – STATEWIDE CRIMINAL SEARCH

<u>STATE</u>	<u>FEE</u>	<u>STATE</u>	<u>FEE</u>
Alabama	\$ 0.00	Montana	\$ 0.00
Alaska	\$ 0.00	Nebraska	\$ 0.00
Arizona	\$ N/A	Nevada	\$ N/A
Arkansas	\$ 0.00	New Hampshire	\$ N/A
California	\$ N/A	New Jersey	\$ 18.00
Colorado	\$ 0.75	New Mexico	\$ 0.00
Connecticut	\$ 0.00	New York	\$ 98.00
Delaware	\$ 0.00	North Carolina	\$ 0.00
Florida	\$ 25.00	North Dakota	\$ 0.00
Georgia	\$ 1.00	Ohio	\$ 0.00
Hawaii	\$ 6.50	Oklahoma	\$ 0.00
Idaho	\$ 0.00	Oregon	\$ 0.00
Illinois	\$ 10.00	Pennsylvania	\$ 0.00
Indiana	\$ 15.00	Rhode Island	\$ 0.00
Iowa	\$ 0.00	South Carolina	\$ 26.00
Kansas	\$ 20.00	South Dakota	\$ 20.00
Kentucky	\$ 0.00	Tennessee	\$ 0.00
Louisiana	\$ 0.00	Texas	\$ 3.35
Maine	\$ 31.00	Utah	\$ 0.00
Maryland	\$ 0.00	Vermont	\$ 30.00
Massachusetts	\$ 24.00	Virginia	\$ 15.00
Michigan	\$ 10.00	Washington	\$ 0.00
Minnesota	\$ 0.00	West Virginia	\$ 0.00
Mississippi	\$ 0.00	Wisconsin	\$ 0.00
Missouri	\$ 12.00	Wyoming	\$ N/A
Puerto Rico	\$ N/A		\$

STATE FEES – MOTOR VEHICLE REPORTS

<u>STATE</u>	<u>FEE</u>	<u>STATE</u>	<u>FEE</u>
Alabama	\$ 9.75	Montana	\$ 7.25
Alaska	\$ 10.00	Nebraska	\$ 3.00
Arizona	\$ 8.00	Nevada	\$ 8.00
Arkansas	\$ 13.00	New Hampshire	\$ 13.00
California	\$ 2.00	New Jersey	\$ 12.00
Colorado	\$ 2.20	New Mexico	\$ 6.50
Connecticut	\$ 18	New York	\$ 7.00
Delaware	\$ 25	North Carolina	\$ 10.00
Florida	\$ 10.02	North Dakota	\$ 3.00
Georgia	\$ 8.00	Ohio	\$ 5.00
Hawaii	\$ 23.00	Oklahoma	\$ 27.50
Idaho	\$ 9.00	Oregon	\$ 10.00
Illinois	\$ 12.00	Pennsylvania	\$ 12.00
Indiana	\$ 7.50	Rhode Island	\$ 20.00
Iowa	\$ 8.50	South Carolina	\$ 7.25
Kansas	\$ 8.70	South Dakota	\$ 5.00
Kentucky	\$ 5.50	Tennessee	\$ 7.50
Louisiana	\$ 18.00	Texas	\$ 7.50
Maine	\$ 7.00	Utah	\$ 9.00
Maryland	\$ 12.00	Vermont	\$ 18.00
Massachusetts	\$ 8.00	Virginia	\$ 8.00
Michigan	\$ 11.00	Washington	\$ 13.00
Minnesota	\$ 5.00	West Virginia	\$ 12.50
Mississippi	\$ 14.00	Wisconsin	\$ 7.00
Missouri	\$ 5.80	Wyoming	\$ 5.00
Puerto Rico	\$ N/A		\$

PRICE BY COUNTRY

<u>COUNTRY</u>	<u>FEE</u>	<u>COUNTRY</u>	<u>FEE</u>
Afghanistan	\$ 160.00	Albania	\$ 128.00
Algeria	\$ 128.00	American Samoa	\$ 68.00
Andorra	\$ 160.00	Angola	\$ 128.00
Anguilla	\$ 160.00	Antigua and Barbuda	\$ 104.00
Argentina	\$ 140.00	Armenia	\$ 140.00
Aruba	\$ 90.00	Australia	\$ 160.00
Australia Statewide	\$ 160.00	Austria	\$ 68.00
Azerbaijan	\$ 140.00	Bahamas	\$ 115.00
Bahrain	\$ 160.00	Bangladesh	\$ 193.00
Barbados	\$ 104.00	Barbuda	\$ N/A
Belarus	\$ 245.00	Belgium	\$ 90.00
Belize	\$ 104.00	Benin	\$ 128.00
Bermuda	\$ 265.00	Bhutan	\$ 193.00
Bolivia	\$ 265.00	Bosnia and Herzegovina	\$ 160.00
Botswana	\$ 160.00	Brazil	\$ 160.00
Brazil Statewide	\$ 160.00	British Virgin Islands	\$ 160.00
Brunei Darussalam	\$ 245.00	Bulgaria	\$ 128.00
Burkina Faso	\$ 128.00	Burundi	\$ 128.00
Cambodia	\$ 160.00	Cameroon	\$ 140.00
Canada	\$ 55.00	Cape Verde	\$ 128.00
Cayman Islands	\$ 68.00	Central African Republic	\$ 128.00
Chad	\$ 128.00	Chile	\$ 305.00
China Shanghai and Beijing	\$ 128.00	Colombia	\$ 128.00
Comoros	\$ 128.00	Congo (Democratic Republic of)	\$ 160.00
Congo (Republic of)	\$ 160.00	Cook Islands	\$ 193.00
Costa Rica	\$ 128.00	Cote D'Ivoire	\$ 160.00
Croatia	\$ 225.00	Curacao	\$ 104.00
Cyprus	\$ 193.00	Czechoslovakia	\$ 140.00
Denmark	\$ 115.00	Djibouti	\$ 128.00
Dominica	\$ 193.00	Dominican Republic	\$ 90.00
East Timor	\$ 135.00	Ecuador	\$ 140.00
Egypt	\$ 140.00	El Salvador	\$ 193.00

<u>COUNTRY</u>	<u>FEE</u>	<u>COUNTRY</u>	<u>FEE</u>
England (Civil Judgments)	\$ 149.00	England (Crown Court)	\$ 109.00
England (Magistrate Court)	\$ 79.00	Equatorial Guinea	\$ 128.00
Eritrea	\$ 128.00	Estonia	\$ 140.00
Ethiopia	\$ 160.00	Federated States of Micronesia	\$ 69.00
Fiji	\$ 245.00	Finland	\$ 115.00
France	\$ 193.00	French Guinea	\$ 193.00
French Polynesia	\$ 104.00	Gabon	\$ 128.00
Gambia	\$ 128.00	Georgia	\$ 160.00
Germany	\$ 104.00	Germany –Bavaria Statewide	\$ 104.00
Ghana	\$ 160.00	Great Britain	\$ 109.00
Greece	\$ 80.00	Greenland	\$ 160.00
Grenada	\$ 80.00	Guadeloupe	\$ 140.00
Guam	\$ 55.00	Guatemala	\$ 160.00
Guinea	\$ 104.00	Guinea Bissau	\$ 128.00
Guyana	\$ 128.00	Haiti	\$ 265.00
Honduras	\$ 128.00	Hong Kong	\$ 68.00
Hungary	\$ 160.00	Iceland	\$ 160.00
India	\$ 68.00	Indonesia	\$ 140.00
Iran	\$ 160.00	Ireland	\$ 193.00
Israel (District Court)	\$ 160.00	Israel (Nationwide Courts)	\$ 160.00
Italy	\$ 80.00	Ivory Coast	\$ N/A
Jamaica	\$ 115.00	Japan	\$ 265.00
Jordan	\$ 193.00	Kazakhstan	\$ 160.00
Kenya	\$ 160.00	Kiribati	\$ 193.00
Korea	\$ 128.00	Kuwait	\$ 160.00
Kyrgyz Republic	\$ 160.00	Laos	\$ 245.00
Latvia	\$ 160.00	Lebanon	\$ 193.00
Lesotho	\$ 160.00	Liberia	\$ 160.00
Liechtenstein	\$ 104.00	Lithuania	\$ 115.00
Luxembourg	\$ 128.00	Macau	\$ 193.00
Macedonia	\$ 160.00	Madagascar	\$ 160.00
Malawi	\$ 104.00	Malaysia	\$ 104.00
Maldives	\$ 193.00	Mali	\$ 115.00

<u>COUNTRY</u>	<u>FEE</u>	<u>COUNTRY</u>	<u>FEE</u>
Malta	\$ 140.00	Mariana Islands	\$ N/A
Marshall Islands	\$ 128.00	Martinique	\$ 128.00
Mauritania	\$ 115.00	Mauritius	\$ 128.00
Mexico	\$ 128.00	Micronesia	\$ 193.00
Moldova	\$ 160.00	Monaco	\$ 128.00
Mongolia	\$ 104.00	Montenegro	\$ 160.00
Montserrat	\$ 115.00	Morocco	\$ 140.00
Mozambique	\$ 128.00	Myanmar	\$ 140.00
Namibia	\$ 160.00	Nauru	\$ 193.00
Nepal	\$ 160.00	Netherlands	\$ 115.00
Netherlands Antilles	\$ 115.00	New Zealand	\$ 115.00
Nicaragua	\$ 140.00	Niger	\$ 128.00
Nigeria	\$ 140.00	Nigeria Police Clearance Certificate	\$ 85.00
Northern Marianas	\$ 193.00	Norway	\$ 104.00
Oman	\$ 128.00	Pakistan	\$ 160.00
Palau	\$ 193.00	Panama	\$ 128.00
Papua New Guinea	\$ 193.00	Paraguay	\$ 160.00
Peru	\$ 115.00	Philippines	\$ 80.00
Poland	\$ 225.00	Portugal	\$ 128.00
Puerto Rico	\$ 55.00	Puerto Rico (Commonwealth wide)	\$ 55.00
Qatar	\$ 160.00	Romania	\$ 140.00
Russia	\$ 765.00	Rwanda	\$ 128.00
Saint Lucia	\$ 128.00	Saint Martin	\$ 128.00
Samoa	\$ 160.00	Saudi Arabia	\$ 193.00
Scotland	\$ 95.00	Senegal	\$ 160.00
Serbia and Montenegro	\$ 160.00	Seychelles	\$ 193.00
Sierra Leone	\$ 104.00	Singapore	\$ 128.00
Saint Maarten	\$ 225.00	Slovakia	\$ 140.00
Slovenia	\$ 160.00	Solomon Islands	\$ 104.00
Somalia	\$ 128.00	South Africa	\$ 90.00
Spain	\$ 225.00	Sri Lanka	\$ 160.00
St. Kitts Nevis Anguilla	\$ 128.00	St. Vincent and Grenadines	\$ 193.00
Sudan	\$ 160.00	Swaziland	\$ 160.00

<u>COUNTRY</u>	<u>FEE</u>	<u>COUNTRY</u>	<u>FEE</u>
Sweden	\$ 128.00	Switzerland	\$ 140.00
Syria	\$ 35.00	Tadjikistan	\$ 160.00
Taiwan	\$ 160.00	Tanzania	\$ 160.00
Thailand	\$ 160.00	Togo	\$ 160.00
Tonga	\$ 104.00	Trinidad & Tobago	\$ 128.00
Tunisia	\$ 160.00	Turkey	\$ 128.00
Turkmenistan	\$ 160.00	Turks and Caicos Islands	\$ 104.00
Tuvalu	\$ 193.00	Uganda	\$ 80.00
Ukraine	\$ 160.00	United Arab Emirates	\$ 193.00
United Kingdom	\$ 193.00	Uruguay	\$ 160.00
Uzbekistan	\$ 160.00	Vanuatu	\$ 193.00
Vatican City	\$ 160.00	Venezuela	\$ 245.00
Vietnam	\$ 160.00	Virgin Islands	\$ 104.00
Yemen	\$ 160.00	Yugoslavia	\$ N/A
Zaire	\$ N/A	Zambia	\$ 160.00
Zimbabwe	\$ 160.00		\$



Pricing Notes

TruView believes in transparent pricing and provides the below pricing notes to build trust and confidence in TruView's proposed fee schedules.

- Prices do not include court fees or state access fees. Fees, in any, are passed through at direct costs.
- For employment verifications, TruView will contact previous employers directly, unless that employer requires verifications to be conducted through a third party, such as The Work Number. If a third-party verification service must be utilized, TruView will pass through the access fee separately, as a direct cost. TruView will not contact applicant's current employer unless given authorization by the client.
- For education verifications, TruView will contact educational institution directly, unless that institution requires verifications to be conducted through a third party, such as Parchment or National Student Clearinghouse. If a third-party verification service must be utilized, TruView will pass through the access fee separately, as a direct cost.
- All searches, unless otherwise specified, are for domestic searches only. Additional fees may apply for international records. Prior to any international records being ordered, the client will be supplied a price quote for that specific search methodology and country. No search will be ordered without the client's written approval.
- TruView's proposed Social Media/Google Search is an enhanced solution that maintains FCRA Compliance (which may not be true on a Google Search alone) and uses both of the following search methodologies:
 - An algorithmic social media search for public information exposing toxic employees, sexism, racism, bigotry, terrorism, proclivity to violence, inappropriate language, illegal substance; **AND**,
 - Combining best practices of AI technology, analytic algorithms, and expert human analysis, TruView performs open source intelligence (OSINT) reviews for reputational risk.

Additional Optional Services

Based on our experience with educational institutions of similar size, scope and complexity, and our understanding of your needs, please find recommended optional services.

Background Screening Services Program	
<i>Additional, customized packages available upon request.</i>	
Monitoring Products (Discounting Available for Volume/Combinations)	Price
<ul style="list-style-type: none"> • Continuous Criminal Monitoring 	\$1.00/month per individual
<ul style="list-style-type: none"> • ENHANCED Continuous Criminal Monitoring 	\$1.50/month per individual
<ul style="list-style-type: none"> • ENHANCED Social Media Monitoring (Per Individual) <i>Existing confirmed sites as well as any newly discovered sites or profiles will be reviewed and flagged for any workplace safety issues - racism/intolerance, violence, potentially illegal activity, and sexually explicit material. Should content be flagged during the review, a notification and report will be sent to Client.</i> 	\$6.00/month OR \$16.00/year
A La Carte Screening Elements	Price
<ul style="list-style-type: none"> • ATS Integration 	AT COST ONE TIME FEE
<ul style="list-style-type: none"> • Custom Programming (ATS Integrations) 	\$160.00/hour
<ul style="list-style-type: none"> • Consent-Based Social Security Number Verification (through SSA) 	\$7.00
<ul style="list-style-type: none"> • Integrated Knowledge Base Identity Verification 	\$7.00
Criminal, Civil, and Driving Elements	Price
<ul style="list-style-type: none"> • Local Jurisdiction/State Sex Offender Registry Search (Manual Search) 	\$5.00
<ul style="list-style-type: none"> • Interpol Criminal Database Search 	\$5.00 per name
<ul style="list-style-type: none"> • TruView Criminal Jurisdiction Locator 	\$5.00
<ul style="list-style-type: none"> • County Civil Records Search (1 Jurisdiction – 7 Years) 	\$11.95
<ul style="list-style-type: none"> • Federal Civil Records Check - Nationwide 	\$8.00
<ul style="list-style-type: none"> • Federal Bankruptcy Search – Direct Source 	\$8.00



<ul style="list-style-type: none"> • CDLIS (Commercial Driver's License Information System) 	\$5.00
Verification Elements	Price
<ul style="list-style-type: none"> • Standard Employment Verification (Per Employer – Package Pricing Available) <i>Rule of Three: Three attempts over three days at three different times</i> 	\$7.50 + 3rd-Party Fee
<ul style="list-style-type: none"> • TRUverification - Employment (Per Employer – Package Pricing Available) <i>Rule of Three: Three attempts over three days at three different times PLUS Applicant Contact and approved secondary sources of verification until complete</i> 	\$12.00
<ul style="list-style-type: none"> • Integrated Email Reference Verification 	\$10.00
<ul style="list-style-type: none"> • Military Records Verification 	\$10.00
Medical Screening Elements (Discounting Available for Volume)	Price
<ul style="list-style-type: none"> • Medical Sanctions LEVEL 3 - <i>Includes Federal and State Sanctions sources to help meet federal and state compliance guidelines PLUS state licensing and disciplinary actions across ALL 50 states (1,750+ sources).</i> 	\$5.50 per name
<ul style="list-style-type: none"> • Medical Sanctions LEVEL 3 PLUS Alias 	\$6.50 per name
<ul style="list-style-type: none"> • Medical Sanctions LEVEL 3 – ANNUAL MONITORING 	\$12.00 per name/year
<ul style="list-style-type: none"> • Medical Sanctions LEVEL 3 PLUS Alias – ANNUAL MONITORING 	\$15.00 per name/year
<ul style="list-style-type: none"> • Medical Sanctions LEVEL 3 – MONTHLY MONITORING 	\$5.00* per
<ul style="list-style-type: none"> • Medical Sanctions LEVEL 3 PLUS Alias – MONTHLY MONITORING 	\$6.00* per name/month
Compliance Elements	Price
<ul style="list-style-type: none"> • Integrated Electronic Pre-Adverse/Adverse Action Program (Both Letters) 	\$3.00 (when used) WAIVED FOR CLIENT
<ul style="list-style-type: none"> • Pre-Adverse Action/Adverse Action Letter - Hard Copy (Per Notice) 	\$3.00
<ul style="list-style-type: none"> • Electronic Form I-9 Utilization 	\$4.00 per name
<ul style="list-style-type: none"> • Electronic Integration of E-Verify of New Hires 	\$2.75 per name

<ul style="list-style-type: none"> • Form I-9 Compliance Versioning Set-Up Fee (according to Federal Laws), including: <ul style="list-style-type: none"> ○ Client Implementation and Integration ○ Secure Electronic Storage ○ Partner Customer Support ○ Software Maintenance ○ Client Hierarchy Set-up ○ Unlimited Users per Company ID 	<p>\$350.00 per Client Location</p> <p>WAIVED FOR CLIENT</p> <p>\$325.00 per Renewal Period</p>
<p>Media Screening Elements (Discounting Available for Volume)</p>	<p>Price</p>
<ul style="list-style-type: none"> • <i>Social Media Screening (Expanded review for toxic employees, sexism, racism, bigotry, terrorism, proclivity to violence, inappropriate language, illegal substance)</i> 	<p>\$20.00</p>
<ul style="list-style-type: none"> • <i>Social Media Screening - BASIC (Three-year review for toxic employees, sexism, racism, bigotry, terrorism, proclivity to violence, inappropriate language, illegal substance)</i> 	<p>\$15.00</p>
<p>Monitoring Products (Discounting Available for Volume/Combinations)</p>	<p>Price</p>
<ul style="list-style-type: none"> • TruView360 Government/Terrorist Watch List Monitoring 	<p>\$1.00/month per individual</p>

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for Background Check Services, issued June 10, 2021, together with any Addenda thereto, is incorporated herein by reference as Exhibit F.

End of Text for Exhibit F

EXHIBIT G

Contractor's Proposal

Contractor's Proposal, submitted June 30, 2021, in response to the College's RFP is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G