

## CLIENT AGREEMENT

This Client Agreement ("Agreement") is made and entered into by and between Information Discovery Services, LLC ("IDS"), 3014 SE Loop 820, Fort Worth, Texas, 76140, and Tarrant County, 100 E. Weatherford Street, Fort Worth, TX 76196 ("Client"). This Agreement shall be effective on the date of the last signature below (the "Effective Date").

### RECITALS

WHEREAS, Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act ("FCRA") (collectively "Reports") from IDS;

WHEREAS, IDS desires to sell Reports to Client;

WHEREAS, IDS and Client desire to further define the terms by which Reports will be provided by IDS to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, IDS and Client hereby agree as follows:

### TERMS

1. **Certification of Permissible Purpose For Receiving Reports.** Client hereby certifies that all of its orders for Reports from IDS shall be made, and the resulting reports shall be used solely for "employment purposes," as defined by the FCRA. Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the Reports provided by IDS. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. **Additional Certifications For Employment-Related Reports.** Client understands that various legal requirements apply when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance.

- A. **Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous "disclosure" in writing to the individual about whom the Report will be run ("the Consumer"). The "disclosure" shall explain that a Consumer Report may be procured for employment purposes. The "disclosure" shall describe the nature of the Reports to be ordered, and meet all other requirements specified by applicable law. Among other things, the "disclosure" shall "stand alone" and not be combined with or stapled to any employment application or other document. The "disclosure" shall also not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.
- B. **State Law Notifications.** Client certifies that before ordering a Report from IDS, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.



- C. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. **EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by IDS in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. **Adverse Action Procedures.** Client certifies that, if it is contemplating taking adverse action based in part or whole on a Report from IDS, it shall follow all legally-required "adverse action" procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by IDS, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," and (3) a written notice containing any and all required notifications under federal, state or local law. Client will then wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report. After the appropriate waiting period and, assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, IDS, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the report is raised by the Consumer during the waiting period, Client will afford IDS the legally-allowed time to resolve the dispute before deciding whether to take adverse action.
- F. **Certifications Associated With Each Order.** By having IDS prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by End-User (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by IDS will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, End-User will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having IDS prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any report received by Client from IDS, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Section Cal. Civ. 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. **Additional Commitments For Specific Types Of Reports.**

- A. **Investigative Consumer Report Information.** If applicable, Client certifies that it shall comply with additional requirements pertaining to Investigative Consumer Reports, as outlined in 15 U.S.C. § 1681d. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are



applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having IDS prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by an applicant or employee for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure must be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.

**B. Credit History Information.** If Client chooses to order credit reports from IDS, it certifies the following:

1. Client understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain additional notifications before a credit check for employment purposes is conducted. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of credit reports identified by IDS.
2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
  - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security numbers.
  - b. Client shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to Client. IDS will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
  - c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; to inform all accessing employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.
  - d. To the extent Client is eligible to receive credit scores ("Scores"), Client shall only do so for its own exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use

of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between IDS and Client for scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through IDS, Client shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, unless required by law.

- e. Client shall comply with any other requirement imposed by a credit reporting agency, so long as IDS makes Client aware of such a requirement.

- C. **Criminal History Information.** IDS recommends that Client screen consumers at the county level and state level, as well as using federal and multi-state/nationwide databases. Client understands that IDS cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible "hit" and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants'/employees' criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.
- D. **Motor Vehicle Record Information.** Client hereby certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") in strict compliance with the Driver Privacy Protection Act ("DPPA" at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain "driving records." Client shall not retain or store any IDS-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer's MVR in the Consumer's personnel file. Client shall not transmit any data contained in the reported MVR via the public internet, electronic mail or any other unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by IDS. Client agrees to complete such state-specific written consent materials as required by law or requested by IDS. Client further agrees to maintain such materials for no less than five (5) years.
- E. **Drug Test Results.** Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to use drug testing. For example, Minnesota only allows employers to conduct drug testing in certain situations and further requires that certain notices be provided. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of drug test results received from IDS.



F. **The Work Number.** Client acknowledges that special requirements are imposed by "The Work Number" before access to "The Work Number" may be provided by IDS. If Client chooses to order such information from IDS, Client agrees as follows:

1. Client shall hold "The Work Number" and its agents harmless from any claims or injuries arising out of Client's use of "The Work Number."
2. Client shall not forward or share "The Work Number" information with any third-party, except as required by law.
3. "The Work Number" information will only be obtained by Client for the permissible purpose identified in this Agreement.
4. Client is not one of the companies identified by "The Work Number" as a "Business that Cannot Be Provided The Work Number Information."
5. Client is in compliance with Vermont laws and any other applicable state laws regarding consumer credit or consumer identity protection.
6. Client shall comply with "The Work Number" data security requirements as described in Exhibit B and "The Work Number's" disposal of consumer information requirements as described in Exhibit C.

4. **Obligations Regarding The Use and Security of Reports.**

A. **Decision-making.** Client understands and agrees that IDS does not make the decision to deny employment or take any other adverse action based on any reported findings in the IDS investigation process. This responsibility falls solely with the Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by IDS.

B. **Client's Information Security Obligations.** Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

1. **Prevent Misuse Of Services Or Information.** Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that IDS may temporarily suspend Client's access pending an investigation of Client's use or access. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, IDS may immediately terminate this Agreement.
2. **Properly Maintain The Client Account.** Client is responsible for the administration and control of Account IDs by its employees and third parties and shall identify a security administrator to coordinate with IDS. Client shall manage all Account IDs and notify IDS promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of IDS with respect to account maintenance as communicated to Client from time to time.
3. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any consumer reports or investigative consumer reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.

4. Limit Distribution Outside of Organization. Client shall hold any Report obtained from IDS in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
5. Properly Handle Any Potential Or Actual Security Breaches. In the event that Client learns or has reason to believe that Report data has been disclosed or accessed by an unauthorized party, Client will immediately give notice of such event to IDS. Furthermore, in the event that Client has access to or acquires individually-identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Client acknowledges that upon unauthorized acquisition of such individually-identifiable information (a "Security Event"), Client shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Client shall be responsible for any other legal obligations which may arise under applicable law in connection with such Security Event.

5. Information Discovery Service' Obligations.

- A. **Compliance with Applicable Laws.** IDS agrees to comply with all laws applicable to the making of Reports. Among other things, IDS will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information. IDS must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. IDS shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
  - B. **Scope of Information Provided.** IDS shall seek out and deliver information consistent with the service descriptions set forth on its website at [www.informationdiscovery.net](http://www.informationdiscovery.net) at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with IDS. Client also understands that it will not receive information from IDS that falls outside of a requested search, and that it will not receive information that IDS determines—in its sole discretion—to be unreportable under applicable law.
  - C. **Administrative Role As To Adverse Action.** If Client elects to have IDS send out pre-and/or post-adverse action letters for it, Client understands that it must notify IDS each time it wishes for a letter to go out. IDS will not send out any adverse action letters unless expressly instructed to do so. Client accepts full responsibility for the content of any adverse action letters sent by IDS, and understands that it must notify IDS if it wishes to use a particular template or if it wishes to modify the template made available through IDS. Client agrees that IDS plays no role in deciding whether an individual should incur adverse action based upon a background screening report. Client accepts full responsibility for any and all substantive decision-making based upon the background screening reports it receives from IDS. Both parties agree that IDS's role as to the adverse action process is strictly administrative.
6. **No Legal Advice.** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel regarding the acquisition and use of Consumer Reports and Investigative Consumer Reports. Client understands and acknowledges that IDS is not a law firm and does not provide legal advice in connection with IDS's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by IDS's employees or



representatives regarding searches, verifications or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by IDS. Client understands that sample forms or documents made available by IDS to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of IDS's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use IDS's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of IDS), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes.

**7. Warranties, Remedies, and Indemnification.**

- A. IDS assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories, and third-party researchers. Client understands that these information sources and resources are not maintained by IDS. Therefore, IDS cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, IDS has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- B. Client understands that IDS obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources "AS IS" and, therefore, is providing the information to Client "AS IS". **IDS MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; IDS EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- C. **IDS SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF IDS WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, IDS SHALL NOT BE LIABLE TO CLIENT FOR AN AMOUNT THAT EXCEEDS TWO TIMES (2X) THE TOTAL FEES PAID TO IDS DURING THE YEAR IN WHICH SUCH LIABILITY AROSE. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.**

8. **Fees and Invoices.** Client shall be responsible for paying all costs and fees for services ordered specified on Exhibit A. Client shall be responsible for all charges incurred, including applicable fees, as well as charges resulting from Client's errors in inputting data, duplicate requests, and errors in transmission. Client will be billed monthly for services rendered on its behalf. **Invoices are due and payable in accordance with Chapter 2252 of the Texas Government Code, the "Texas Prompt Payment Act"** and considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month from the date of the invoice until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify IDS of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for IDS to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, IDS shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

9. **Miscellaneous.**

- A. **Term.** This Agreement may be terminated by either Party for any reason whatsoever upon 30 days' prior written notice to the other Party. Notwithstanding the above, IDS may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, IDS may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.
- B. **Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- C. **Independent Contractor.** Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
- D. **Address Change.** Client shall notify IDS if Client changes its name or address.
- E. **Information for "Vetting Purposes".** Client shall be expected to provide certain information to IDS regarding the nature of its operation or business so that IDS may appropriately "vet" Client before providing Reports. For example, Client may be asked to provide a photocopy of Client's business license, Federal Tax ID/Employer Identification Number and/or articles of incorporation.
- F. **General Legal Compliance:** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from IDS.
- G. **Receipt of Federal Notices.** Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports."
- H. **Retention of Documents.** Client shall retain all disclosures to Consumers, written authorizations from Consumers, Reports, and adverse action letters for a period of at least two (2) years.
- I. **Audits.** IDS shall have the right to conduct periodic audits of Client's compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through IDS. The scope and frequency of any audit shall be at the reasonable discretion of IDS and will be subject to requirements imposed by third-party vendors. IDS will provide reasonable notice



prior to conducting any audit provided that IDS has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by IDS, including, but not limited to, immediate termination of this Agreement.

- J. Forum Selection and Choice of Law. Forum Selection and Choice of Law. The terms and conditions of this agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Fort Worth, Texas.
- K. Validity of Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- L. Force Majeure. The obligation of IDS to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- M. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of IDS.
- N. No Third-Party Beneficiaries. Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- O. No Waiver. The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
- P. Exhibits and Schedules Incorporated. All Exhibits and Schedules attached hereto are

incorporated herein.

- Q. Survival. The following provisions shall survive termination of this Agreement: 2D, 2E, 2F, 3B(2)(e), 3C, 3D, 3E, 3F, 4A, 4B, 6, 7B, 7C, 7D, 8, 9F, 9H, 9J, 9L, 9N, 9O, and 9R.
- R. Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that he/she is authorized to execute this Agreement on behalf of Client.

Tarrant County

Information Discovery Services, LLC

Signature \_\_\_\_\_

Signature Michael Welsh

Printed \_\_\_\_\_

Printed Michael Welsh

Title \_\_\_\_\_

Title Vice President

Date \_\_\_\_\_

Date 3/16/2023

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Kimberly C. Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



## **Exhibit A**

### **Price Form Response from Information Discovery Services, LLC ("IDS") to Request for Proposal 2023-009 Annual Contract for Background Screening Services**

**RFP FOR ANNUAL CONTRACT FOR BACKGROUND SCREENING SERVICES**

**PRICE PROPOSAL FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
1.	<b>HUMAN RESOURCE REPORT PACKAGE</b> To include the following eight (8) checks at a minimum: County Criminal, Federal Criminal, Multi-State Sex and Violent Offender, National Sex Offender Registry, National Crime File, Past Address History, Social Security Number Verification, and Statewide Sex Offender Registry - Texas.  <u>Reports to include convictions and deferred adjudications within seven (7) years of when charges were filed.</u> Reports must include the applicant's current county of residence, previous counties of residence, and the State of Texas counties of Dallas, Denton, Johnson, Parker, and Tarrant.	\$ 23.50	330	\$ 7,750.00
2.	<b>FACILITIES MANAGMENT REPORT PACKAGE</b> To include the following ten (10) checks at a minimum: County Criminal, Federal Criminal, Multi-State Sex and Violent Offender, National Sex Offender Registry, National Crime File, Past Address History, Social Security Number Verification, Statewide Sex Offender Registry - Texas, Motor Vehicle Check, and Nationwide Wants and Warrants.  <u>Reports to include arrests, convictions, and deferred adjudications dating back to when the applicant was eighteen (18) years of age.</u> Reports must include the applicant's current county of residence, previous counties of residence, and the State of Texas counties of Dallas, Denton, Johnson, Parker, and Tarrant.	\$ 32.40	330	\$ 10,692.00

Completed Price Proposal Form is to be sealed separately in an envelope marked "Price Proposal Form"

Only one (1) copy of the Price Proposal Form is required.

RESPONDENTS MUST SUBMIT PRICING FOR ALL ITEMS.

ALL LABOR, TRAVEL, AND ADDITIONAL FEES MUST BE INCLUDED IN UNIT PRICING.



**RFP FOR ANNUAL CONTRACT FOR BACKGROUND SCREENING SERVICES**

**PRICE PROPOSAL FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
3.	EDUCATION VERIFICATION CHECK - within life of applicant	\$ 22.50	1	\$ 22.50
4.	EMPLOYMENT VERIFICATION CHECK - within last ten (10) years	\$ 19.00	1	\$ 19.00
5.	FINANCIAL HISTORY CHECK - within last seven (7) years	\$ 7.50	80	\$ 600.00
6.	MOTOR VEHICLE RECORD CHECK - within last three (3) years	\$ 8.90	20	\$ 178.00
7.	FEE TO RESUBMIT REQUESTED BACKGROUND CHECK, INCLUDING PACKAGES, DUE TO APPLICANT/REQUESTOR ERROR	\$ 5.00	90	\$ 450.00
8.	FEE FOR RUSH SERVICE TO PROVIDE REQUESTED BACKGROUND CHECK, INCLUDING PACKAGES, WITHIN 24 HOURS	\$ 0.00	1	\$ 0.00
<b>RESPONSE TOTAL \$</b>				<b>19,711.50</b>

**Completed Price Proposal Form is to be sealed separately in an envelope marked "Price Proposal Form"**

**Only one (1) copy of the Price Proposal Form is required.**

**RESPONDENTS MUST SUBMIT PRICING FOR ALL ITEMS.**

**ALL LABOR, TRAVEL, AND ADDITIONAL FEES MUST BE INCLUDED IN UNIT PRICING.**