



THIS END-USER AGREEMENT ("Agreement") is made and entered into by and between Hire Image, LLC, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly, "Hire Image") and Southern Plains Education Cooperative (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly "End-User"). This Agreement shall be effective on the date of last signature below (the "Effective Date").

General

Hire Image strives to deliver accurate and timely information products to assist End-User in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Hire Image 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. End-User understands that these information sources and resources are not maintained by Hire Image. Therefore, Hire Image cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Hire Image will at all times use its best practices consistent with the industry standard to ensure the accuracy and completeness of its information products. Hire Image also has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

End-User's Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

End-User hereby certifies that all of its orders for information products from Hire Image shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., permissible purposes only:

(Please check all that apply)

- Section 604(a)(1). As ordered by a court or federal grand jury subpoena.
- Section 604(a)(2). As instructed by the consumer in writing.
- Section 604(a)(3)(A). For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account.
- Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
- Section 604(a)(3)(C). For the underwriting of insurance as a result of an application from the consumer.
- Section 604 (a)(3)(D). To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status.
- Section 604(a)(3)(E). For use by a potential investor or servicer, or current insurer, in evaluating and/or assembling the credit or prepayment risk associated with an existing credit obligation.
- Section 604(a)(3)(F)(i). Where there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.
- Section 604(a)(3)(F)(ii). To review a consumer's account to determine whether the consumer continues to meet the terms of the account.
- Section 604(a)(4) or (5). For use by state and/or local officials in connection with the determination of child support payments, or modifications and enforcement thereof.

End-User's Certification of Legal Compliance

End-User certifies to Hire Image that the information products it receives will not be used in violation of any applicable federal, state or local laws. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from Hire Image in a legally acceptable fashion. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products.

End-User further agrees to put into place reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information.

End-User agrees to take precautionary measures to protect the security and dissemination of this information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

End-User agrees to abide by Addendum A - Access Security Requirements. Likewise, as a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. End-User also certifies that it will retain any information it receives from Hire Image for a period of five years from the date the report was received. End-Users seeking credit information must provide the information in Addendum B before Hire Image can provide credit information to End-User. Addendums A and B are incorporated into and are part of this End-User Agreement for Consumer Reports.

A. When Information Products are Used for Employment Purposes

If the information products End-User obtains from Hire Image are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by End-User.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by Hire Image, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

End-User understands that the credit bureaus require specific written approval from Hire Image before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

B. Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Hire Image's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

C. International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of third-party independent contractor. Because of differences in foreign laws, language, and in the manner in which foreign records are maintained and reported, Hire Image cannot be either an insurer or a guarantor of the accuracy of the information reported. End-User therefore releases Hire Image and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

D. State of Minnesota BCA Background Checks

When Information Products are Used for Obtaining Background Checks per Minnesota Statutes §123B.03, Subdivision 4 The Management Control Outsourcing Standard SECURITY and MANAGEMENT CONTROL OUTSOURCING STANDARD v.1.0 (Addendum D) shall be incorporated into and is part of this User Agreement for Consumer Reports. All data created, collected, received, stored, used, maintained, or disseminated by Hire Image LLC in performing these functions is subject to the requirements of Minnesota Statutes §13.05, Subdivision 11.

Additional Requirements for Moving Violation Reports (MVRs) and Driving Records

End-User hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Hire Image in the form of the consumer's signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

General Provisions

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of Hire Image. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Rhode Island law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Rhode Island, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of Hire Image. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via Hire Image's website then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees to allow Hire Image to audit its records at any time, upon reasonable notice given.

Breaches of this Agreement and/or violations of applicable law discovered by Hire Image may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

Confidentiality

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Hire Image, LLC be required to destroy, erase or return any consumer reports or applicant data related thereto in Hire Image, LLC's files, all of which Hire Image, LLC shall maintain as a consumer reporting agency in strict accordance with all applicable local, state, and federal laws.

Fees and Payment

End-User agrees to pay nonrefundable fees and other charges for Hire Image's background check services. At Hire Image's option, payments not received fifteen (15) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Hire Image's Accounts Payable Department. Accounts with invoices unpaid ninety (90) days or more will be assessed an interest charge of 1 1/2 % per month, as allowed by applicable law. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that providing credit card information and submitting it electronically to Hire Image represents a legal authorization to debit the card for the orders placed or for non-payment per the 15 day terms. End-User agrees that prices for services are subject to change without notice, although Hire Image will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Hire Image.

Warranties and Remedies

End-User understands that Hire Image obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". Hire Image 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 with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; Hire Image expressly disclaims any and all such representations and warranties.

Hire Image will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if Hire Image has been advised of the possibility of such damages. End-User shall indemnify, defend and hold harmless Hire Image from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from, or otherwise in connection with, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

Hire Image nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from Hire Image's sole negligence in assembling the consumer report. Hire Image does not guarantee End-User's compliance with all applicable laws in its use of reported information, and makes no effort to provide compliance related services in connection with its furnishing of reports. End-User understands that any conversation or communication with Hire Image's representatives regarding searches, verifications or other services offered by Hire Image are not to be considered a legal opinion regarding such use. End-User agrees that it will consult with its own legal or other counsel regarding the legality of using or relying on reported information.

Hire Image, LLC may adjudicate any consumer reports based on criteria established and provided by End-User ("Criteria"). Hire Image, LLC makes no representations regarding the validity, legality or appropriateness of the Criteria. Adjudication services shall be deemed to be purely clerical in nature and shall be performed by Hire Image, LLC on behalf of the End-User. All employment-related decisions, including hiring, contracting and site-access decisions, are made by the End-User, not by Hire Image, LLC. End-User shall assume full responsibility for such decisions, and shall indemnify and hold End-User harmless from any and all claims, losses, damages and any costs (including attorneys' fees) that may be related to or arise therefrom.

Term and Termination

The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year (term) beginning on the first day of the assigned date below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

Hire Image reserves the right to change its fees under this Agreement upon ten (10) days notice to End-User; provided, Hire Image will not increase its own fees during the first six (6) months of this Agreement.

For clarification, references to Hire Image's fees do not include changes based on entities other than Hire Image (such as surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies) since such changes are out of Hire Image's control.

Either party may cancel this Agreement by giving sixty (60) day written notice to the other party. Hire Image may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

Force Majeure

End-User agrees that Hire Image is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent Hire Image from meeting its obligations under this Agreement.

Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

Signature of END USER's

Authorized Agent  Date 1-18-16
Printed Name Sarah Mitchell Title Executive Director

Company or Business Legal Name Southern Plains Education Cooperative
Street Address 201 East 3rd Street Fairmont, MN 56031
Telephone & Fax 507-238-1472 / 507-238-2361
Email dawn.decker@southernplainsedcoop.org

PLEASE INDICATE YOUR SEARCH OPTION FOR THE STATE OF MINNESOTA

Public View
 MN BCA Private View Check one: Provided by Hire Image: () OR End User's Responsibility: ()

Signature on Behalf of Hire Image LLC:

Date 1-18-2016
Printed Name Jay Skthen Title Acct. Representative

ADDENDUM A

Access Security Requirements

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

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

ADDENDUM B

Documents Required Before Requesting Credit Report Information

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

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

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

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

ADDENDUM C

Customer Information Form

Company Name: Southern Plains Education Cooperative
 Company Address: 201 East 3rd Street Fairmont MN 56031
 Primary contact: Dawn Becker
 Title: Business Manager
 Phone: 507-235-4310
 Fax: 507-238-2361
 E-mail: dawn.becker@southernplainedcoop.org

Authorized users (each user will receive a secure login ID and password):

Name: Dawn Becker
 Title: Business Manager
 Phone: 507-235-4310
 Fax: 507-238-2361
 E-mail: dawn.becker@southernplainedcoop.org

Name: Sarah mi Helstadt
 Title: Executive Director
 Phone: 507-238-1472
 Fax: 507-238-2361
 E-mail: sarah.mihelstadt@southernplainedcoop.org

Name: _____
 Title: _____
 Phone: _____
 Fax: _____
 E-mail: _____

Name: _____
 Title: _____
 Phone: _____
 Fax: _____
 E-mail: _____

(Attach additional sheets if necessary)

ADDENDUM D

Minnesota Bureau of Criminal Apprehension (BCA)

SECURITY and MANAGEMENT CONTROL OUTSOURCING STANDARD

The goal of this document is to provide adequate security and integrity for background check information while under the control or management of an outsourced third party, the Contractor.

The intent of this Security and Management Control Outsourcing Standard (Outsourcing Standard) is to require that the Contractor maintain a security program consistent with federal and state laws, and Regulations.

This Outsourcing Standard identifies the duties and responsibilities with respect to adequate internal controls within the contractual relationship so that the security and integrity of the background check information is not compromised. The standard security program shall include consideration of site security, dissemination restrictions, personnel security, system security, and data security. The provisions of this Outsourcing Standard apply to all personnel, systems, networks, and facilities supporting and/or acting on behalf of the Authorized Recipient of background check information.

1.0 Definitions

1.01 Access to Background Check Information means to use, exchange, retain/store, or view background check information obtained from the Bureau of Criminal Apprehension (BCA).

1.02 Authorized Recipient means an entity authorized by statute to receive background check information for noncriminal justice purposes.

1.03 Background Check Information means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, or other formal criminal charges, and any disposition arising there from, including acquittal, sentencing, correctional supervision, or release; but does not include identification information such as fingerprint records if such information does not indicate involvement of the individual with the criminal justice system.

1.04 Background Check, for purposes of this Outsourcing Standard only, means an authorized noncriminal justice search of the Bureau of Criminal Apprehension's Computerized Criminal History and/or the Predatory Offender Registration System.

1.05 Compact Officer, as provided in Minnesota Statutes §299C.58, Article I, paragraph (2), clause (B) means the chief administrator of the State's criminal history record repository or a designee of the chief administrator who is a regular full-time employee of the repository.

1.06 Contractor means a government agency, a private business, non-profit organization or individual, that is not itself an Authorized Recipient with respect to the particular noncriminal justice purpose, who has entered into a contract with an Authorized Recipient to perform noncriminal justice administrative functions requiring access to background check information.

1.07 Dissemination means the disclosure of background check information by an Authorized Recipient to an authorized Contractor, or by the Contractor to another Authorized Recipient consistent with the Contractor's responsibilities and with limitations imposed by federal and state laws, regulations, and standards.

1.08 Noncriminal Justice Administrative Functions means the routine noncriminal justice administrative functions relating to the processing of background check information, to include but not limited to the following:

1. Obtaining background check information on behalf of the Authorized Recipient.
2. Making fitness determinations/recommendations
3. Obtaining missing dispositions
4. Disseminating background check information as authorized by State statute
5. Other authorized activities relating to the general handling, use, and storage of background check information

1.09 Noncriminal Justice Purposes, means uses of background check information for purposes authorized by federal or state law other than purposes relating to criminal justice activities, including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances.

1.10 Outsourcing Standard means a document drafted by the BCA which is to be incorporated by reference into a contract between an Authorized Recipient and a Contractor. The Outsourcing Standard authorizes access to background check information, limits the use of the information to the purposes for which it is provided, prohibits retention and/or dissemination except as specifically authorized, ensures the security and confidentiality of the information, provides for audits and sanctions, provides conditions for termination of the contract, and contains such other provisions as the BCA may require.

1.11 Physically Secure Location means a location where access to background check information can be obtained, and adequate protection is provided to prevent any unauthorized access to background check information.

1.12 Public Carrier Network means a telecommunications infrastructure consisting of network components that are not owned, operated, and managed solely by the agency using that network, i.e., any telecommunications infrastructure which supports public users other than those of the agency using that network. Examples of a public carrier network include but are not limited to the following: dial-up and Internet connections, network connections to Verizon, network connections to AT&T, A TM Frame Relay clouds, wireless networks, wireless links, and cellular telephones. A public carrier network provides network services to the public; not just to the single agency using that network.

1.13 Security Violation means the failure to prevent or failure to institute safeguards to prevent access, use, retention, or dissemination of background check information in violation of this Outsourcing Standard.

2.0 Responsibilities of the Authorized Recipient

2.01 Prior to engaging in outsourcing any noncriminal justice administrative functions, the Authorized Recipient shall: (a) request and receive written permission from (I) the State Compact Officer (b) provide the Compact Officer copies of the specific authority for the outsourced work, criminal history record check requirements, and/or a copy of relevant portions of the contract as requested; and (c) inquire of the Compact Officer whether a prospective Contractor has any security violations (See Section 8.04). The Compact Officer will report those findings to the Authorized Recipient.

2.02 The Authorized Recipient shall execute a contract or agreement prior to providing a Contractor access to background check information. The contract shall, at a minimum, incorporate by reference and have appended thereto this Outsourcing Standard.

2.03 The Authorized Recipient shall, in those instances when the Contractor is to perform duties requiring access to background check information, specify the terms and conditions of such access; limit the use of such information to the purposes for which it is provided; limit retention of the information to a period of time not to exceed that period of time the Authorized Recipient is permitted to retain such information; prohibit dissemination of the information except as specifically authorized by federal and state laws, regulations, and standards; ensure the security and confidentiality of the information to include confirmation that the intended recipient is authorized to receive background check information; provide for audits and sanctions; provide conditions for termination of the contract; maintain up-to-date records of Contractor personnel who have access to background check information; and ensure that Contractor personnel comply with this Outsourcing Standard.

- a. The Authorized Recipient shall conduct background checks of Contractor personnel having access to background check information if such checks are required or authorized of the Authorized Recipient's personnel having similar access.
- b. The Authorized Recipient shall ensure that the Contractor maintains site security.
- c. The Authorized Recipient shall ensure that the most current version of the Outsourcing Standard is incorporated by reference at the time of contract and/or Option renewal.

2.04 The Authorized Recipient is responsible for the actions of the Contractor and shall monitor the Contractor's compliance to the terms and conditions of the Outsourcing Standard. The Authorized Recipient shall certify to the Compact Officer that a compliance review was conducted with the Contractor within 90 days of the date the Contractor first receives background check information under the terms of the contract.

2.05 The Authorized Recipient shall provide written notice of any early voluntary termination of the contract to the Compact Officer.

3.0 Responsibilities of the Contractor

3.01 The Contractor and its employees shall comply with all federal and state laws, regulations, and standards.

3.02 The Contractor shall develop and document a security program to comply with the current Outsourcing Standard and any revised or successor Outsourcing Standard. The Security Program shall describe the implementation of the security requirements described in this Outsourcing Standard, the associated Security Training Program, and the reporting guidelines for documenting and communicating security violations and corrective actions to the Authorized Recipient. The Security Program shall be subject to the approval of the Authorized Recipient.

3.03 The Contractor shall be accountable for the management of the Security Program. The Contractor shall be responsible for reporting all security violations of this outsourcing Standard to the Authorized Recipient.

3.04 Except when the training requirement is retained by the Authorized Recipient, the Contractor shall develop a Security Training Program for all Contractor personnel with access to background check information prior to their appointment/assignment. Immediate training shall be provided upon receipt of notice from the Compact Officer on any changes to federal and state laws, regulations, and standards or procedures, and standards established by the BCA. Annual refresher training shall also be provided. The Contractor shall certify to the Authorized Recipient that the annual refresher training was completed for those Contractor personnel with access to background check information. The Security Training Program shall be subject to the approval of the Authorized Recipient.

3.05 The Contractor shall make its facilities available for announced and unannounced security inspections performed by the Authorized Recipient, or the state. Such facilities may be subject to triennial audits by the state. An audit may also be conducted on a more frequent basis.

3.06 The Contractor's Security Program is subject to review by the Authorized Recipient, and the Compact Officer. During this review, provision will be made to update the Security Program to address security violations and to ensure changes in policies and standards as well as changes in federal and state law are incorporated.

3.07 The Contractor shall maintain background check information only for the period of time necessary to fulfill their contractual obligations but not to exceed the period of time that the Authorized Recipient is authorized to maintain and does maintain the background check information.

3.08 The Contractor shall maintain a log of any dissemination of background check information.

4.0 Site Security

4.01 The Authorized Recipient shall ensure that the Contractor site is a physically secure location at all times to protect against any unauthorized access to background check information.

5.0 Dissemination

5.01 The Contractor shall not disseminate background check information without the consent of the Authorized Recipient, and as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the BCA.

5.02 An up-to-date log concerning dissemination of background check information shall be maintained by the Contractor for a minimum one year retention period. This log must clearly identify: (A) the authorized Recipient and the secondary recipient with unique identifiers, (B) the record disseminated, (C) the date of dissemination, (D) the statutory authority for dissemination, and (E) the means of dissemination.

6.0 Personnel Security

6.01 If a local, state, or federal written standard requires or authorizes a background check of the Authorized Recipient's personnel with access to background check information, then a background check shall be required of the Contractor's employees having access to background check information. The background check of Contractor employees at a minimum will be no less stringent than the background check that is performed on the Authorized Recipient's personnel performing similar functions. Background checks must be completed prior to performing work under the contract.

6.02 If a local, state, or federal written standard requires a background check for non-Contractor personnel who work in a physically secure location, then a background check shall be required for these individuals, unless these individuals are escorted by authorized personnel at all times. The background check for these individuals at a minimum will be no less stringent than the background check that is performed on the Authorized Recipient's non-Contractor personnel performing similar functions. Background checks must be completed prior to performing work under the contract.

6.03 The Contractor shall ensure that each employee performing work under the contract is aware of the requirements of the Outsourcing Standard and the state and federal laws governing the security and integrity of background check information. The Contractor shall confirm that each employee understands the Outsourcing Standard requirements and laws that apply to his/her responsibilities.

6.04 If a background check is required, the Contractor shall maintain a list of personnel who successfully completed the background check.

7.0 System Security

7.01 The Contractor's security system shall ensure the security of the background check information.

- a. If background check information can be accessed by unauthorized personnel via Wide Area Network/Local Area Network or the Internet, then the Contractor shall protect the background check information with firewall-type devices to prevent such unauthorized access. These devices shall implement a minimum firewall profile in order to provide a point of defense and a controlled and audited access to background check information, both from inside and outside the networks.
- b. Data encryption shall be required throughout the network passing background check information through a shared public carrier network.

7.02 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

- a. Background check information shall be stored in a physically secure location.

- b. The Authorized Recipient shall ensure that a procedure is in place for sanitizing all fixed storage media (e.g., disks, drives, backup storage) at the completion of the contract and/or before it is returned for maintenance, disposal, or reuse. Sanitization procedures include overwriting the media and/or degaussing the media.

8.0 Security Violations

8.01 Duties of the Authorized Recipient and Contractor

- a. The Contractor shall develop and maintain a written policy for discipline of Contractor employees who violate the security provisions of the contract, which includes this Outsourcing Standard that is incorporated by reference.
- b. Pending investigation, the Contractor shall immediately suspend any employee who commits a security violation from assignments in which he/she has access to background check information under the contract.
- c. The Contractor shall immediately notify the Authorized Recipient of any security violation or termination of the contract, to include unauthorized access to background check information made available pursuant to the contract. Within five calendar days of such notification, the Contractor shall provide the Authorized Recipient a written report documenting such security violation, any corrective actions taken by the Contractor to resolve such violation, and the date, time, and summary of the prior notification.
- d. The Authorized Recipient shall immediately notify the State Compact Officer of any security violation or termination of the contract, to include unauthorized access to background check information made available pursuant to the contract. The Authorized Recipient shall provide a written report of any security violation (to include unauthorized access to background check information by the Contractor) to the State Compact Officer within five calendar days of receipt of the written report from the Contractor. The written report must include any corrective actions taken by the Contractor and the Authorized Recipient to resolve such security violation.

8.02 Termination of the contract by the Authorized Recipient for security violations

- a. The contract is subject to termination by the Authorized Recipient for security violations involving background check information obtained pursuant to the contract.
- b. The contract is subject to termination by the Authorized Recipient for the Contractor's failure to notify the Authorized Recipient of any security violation or to provide a written report concerning such violation.
- c. If the Contractor refuses to or is incapable of taking corrective actions to successfully resolve a security violation, the Authorized Recipient shall terminate the contract.

8.03 Suspension or termination of the exchange of background check information for security violations

- a. If the Authorized Recipient fails to provide a written report notifying the State Compact Officer of a security violation, or refuses to or is incapable of taking corrective action to successfully resolve a security violation, the BCA may suspend or terminate the exchange of background check information with the Authorized Recipient.
- b. If the exchange of background check information is suspended, it may be reinstated after satisfactory written assurances have been provided to the BCA, the Authorized Recipient and the Contractor that the security violation has been resolved. If the exchange of background check information is terminated, the Contractor's records (including media) containing background check information shall be immediately deleted or returned as specified by the Authorized Recipient.

8.04 The Authorized Recipient shall provide written notice to the Compact Officer of the following:

- a. The termination of a contract for security violations.
- b. Security violations involving the unauthorized access to background check information.
- c. The Contractor's name, the nature of the security violation, whether the violation was intentional, and the number of times the violation occurred.

8.05 The Compact Officer and BCA reserve the right to investigate or decline to investigate any report of unauthorized access to background check information.

8.06 The Compact Officer and BCA reserve the right to audit the Authorized Recipient and the Contractor's operations and procedures at scheduled or unscheduled times. The BCA is authorized to perform a final audit of the Contractor's systems after termination of the contract.

9.0 Miscellaneous Provisions

9.01 This Outsourcing Standard does not confer, grant, or authorize any rights, privileges, or obligations to any persons other than the Contractor, the Authorized Recipient, Compact Officer and BCA.

9.02 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and the background check information accessed there from and it is understood that there may be terms and conditions of the appended contract which impose more stringent requirements upon the Contractor.'

9.03 The minimum security measures as outlined in this Outsourcing Standard may only be modified by the Compact Officer. Conformance to such security measures may not be less stringent than stated in this Outsourcing Standard without the consent of the Compact Officer.

9.04 This Outsourcing Standard may only be modified by the Compact Officer and may not be modified by the parties to the appended contract without the consent of the Compact Officer.

9.05 Appropriate notices, assurances, and correspondence to the Compact Officer, required by Section 8.0 of this Outsourcing Standard shall be forwarded by First Class Mail to:

Minnesota Bureau of Criminal Apprehension
Compact Officer- CJIS Section
1430 Maryland Ave E
St. Paul, MN 55106

'Such conditions could include additional audits, fees, or security requirements. The Authorized Recipients have the explicit authority to require more stringent standards than those contained in the Outsourcing Standard.



CERTIFICATION FROM EMPLOYER TO CONSUMER REPORTING AGENCY

In compliance with the Fair Credit Reporting Act (the "Act") and applicable state law, Employer hereby certifies to Hire Image LLC that it will comply with the following provisions:

Employer certifies that prior to obtaining or causing a "consumer report" and/or an "investigative consumer report" to be obtained for employment purposes:

1. A clear and conspicuous disclosure, **in a document consisting solely of the disclosure**, will be made in writing to the consumer. The disclosure will explain that a consumer report and/or an investigative consumer report may be obtained for employment purposes, and will be presented to the consumer before the report is procured or caused to be procured. The disclosure will satisfy all requirements identified in Section 606(a)(1) of the Act.
2. The consumer will have authorized, in writing, the obtaining of the report by Employer.

Should the consumer make a written request within a reasonable amount of time, Employer will provide:

1. Information about whether an investigative consumer report has been requested;
2. If an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and
3. The name and address of the outside agency to whom requests for any of these reports has been made.

This information will be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

Should the consumer be denied employment, or other adverse action taken, in whole or in part on the basis of the report, Employer will provide to the applicant or employee:

1. A copy of the report; and
2. A description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act."

The information from the report will not be used in violation of any applicable federal or state equal employment opportunity laws or regulations.

California Employers Only: In compliance with applicable provisions of California state law, Employer certifies the following:

Employer has made all disclosures required by California Civil Code section 1786.16(a) and will comply with all of the requirements of California Civil Code section 1786.16(b).

1. *[If a copy of the report will be provided to the consumer directly by the employer, include the following:* If an investigative consumer report is requested for reasons other than suspicion of wrongdoing or misconduct by the consumer, then Employer will provide the consumer with a copy of the report, as required by California Civil Code section 1786.16.] *[If a copy of the report will be provided to the consumer by the consumer reporting agency, include the following:* If an investigative consumer report is requested and the consumer checked the box on the authorization form signifying s/he wants a copy of the investigative consumer report when and if s/he is entitled to one under California law, then Employer hereby requests that a copy of the report be sent to the subject of the report **unless** the report is requested in connection with an investigation based upon suspicion of wrongdoing or misconduct by the consumer **and Employer has notified you that a copy should not be provided to the consumer**, in accordance with California Civil Code section 1786.16.]
2. If a credit report is requested, and if the consumer checked the box on the authorization form signifying s/he wants a copy of the credit report, then the Company hereby requests that a copy of the credit report be sent to the subject of the report, in accordance with California Civil Code section 1785.20.5.

Employer hereby acknowledges receipt of the Notice to Users of Consumer Reports.

Sarah M. Helstadt
Agency Representative
[Signature]
Signature

Executive Director
Title
1-18-16
Date