

Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

11 September 2013

District 1 Supervisor John Bell Crosby
District 2 Supervisor Ronny Lott
District 3 Supervisor Gerald Steen
District 4 Supervisor Karl Banks
District 5 Supervisor Paul Griffin

Subject: Approve contract with Scott Roberts and Associates for pre-employment criminal background checks, etc.

Gentlemen:

Senate Bill 2625 (copy attached) forbids any county from employing a person who has been convicted or pled guilty in any court in Mississippi or any other state or in federal court of any felony in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of the person's office or employment or money coming into the person's hands by virtue of the person's office or employment. The bill went into effect July 1. Attorney General Jim Hood has opined that the new law only applies to persons employed on or after July 1 (see attached Attorney General Opinion).

County Administrator Shelton Vance asked I talk to the three companies pre-approved by the State Personnel Board to conduct background checks and to make a recommendation as to which company would best suit the County's needs.

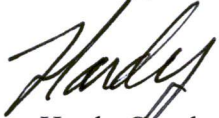
Per the attached email, Scott-Roberts and Associates, LLC will provide "Criminal Package 2" for \$29.55 per name plus reimbursement of any database access fees. The charge is per name, meaning that if a person has changed his or her name there would be a \$29.55 charge per additional name. Additional names would primarily apply to females who have married and taken their husbands' last names or who have divorced and taken back their maiden names. It would be at the County's option whether or not to search under multiple names for a particular person, though it is recommended by Scott-Roberts to do so for a complete search.

It is my recommendation that the Board take the following action:

1. Approve the attached contract with Scott-Roberts and Associated, LLC and authorize the board president to execute same.

2. Authorize the criminal background check on all persons whose employment with Madison County began July 1, 2013 and afterwards.
3. Require that all future offers of employment with Madison County be contingent upon the successful completion of the criminal background check and authorize the criminal background check for said persons.

Sincerely,

A handwritten signature in cursive script, appearing to read "Hardy", written in black ink.

Hardy Crunk
Purchase Clerk

MISSISSIPPI LEGISLATURE

2013 Regular Session

To: Judiciary, Division B

By: Senator(s) Longwitz, McDaniel, Hill, Watson, Frazier, Horhn,
Jackson (11th), Jones, Jordan, Simmons (13th)

Senate Bill 2625

(As Sent to Governor)

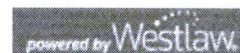
AN ACT TO CREATE NEW SECTION 25-1-111, MISSISSIPPI CODE OF 1972, TO PROHIBIT FUTURE HIRING OF CONVICTED EMBEZZLERS FOR PUBLIC EMPLOYMENT; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. The following shall be codified as Section 25-1-111, Mississippi Code of 1972:

25-1-111. From and after July 1, 2013, the state and any county, municipality or any other political subdivision may not employ a person who has been convicted or pled guilty in any court of this state, another state, or in federal court of any felony in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of the person's office or employment or money coming into the person's hands by virtue of the person's office or employment.

SECTION 2. This act shall take effect and be in force from and after July 1, 2013.



Document Retrieval Results

[Help](#)**Honorable Stacey E. Pickering**

2013 WL 4517455

July 12, 2013

◀ Term ▶ ▶ Best Section ▶

2013 WL 4517455 (Miss.A.G.)

Office of the Attorney General

State of Mississippi

Opinion No. 2013-00251

July 12, 2013

Re: Senate Bill ◀ 2625 ▶ (2013)

Honorable Stacey E. Pickering

State Auditor

P.O. Box 956

Jackson, MS 39205

Dear Mr. Pickering:

Attorney General Hood is in receipt of your request for an official opinion and it has been assigned to me for research and reply.

Background and Questions Presented

Your letter states in part:

During the 2013 regular session of the Mississippi Legislature, Senate Bill ◀ 2625 ▶ was passed.

Since the bill's passage, our office has received questions as to whether the language in the bill applies to individuals employed before July 1, 2013, or only to individuals hired subsequent to that date. This confusion stems from the title that was applied to the bill, which stated:

"AN ACT TO CREATE NEW SECTION 25-1 -111, MISSISSIPPI CODE OF 1972, TO PROHIBIT FUTURE HIRING OF CONVICTED EMBEZZLERS FOR PUBLIC EMPLOYMENT; AND FOR RELATED PURPOSES."

To clarify this issue for audit purposes, I am requesting an official opinion as to whether Senate Bill ◀ 2625 ▶ (2013 Regular Session) applies to persons employed prior to July 1, 2013 who meet the conditions enumerated in the bill, or if it only applies to persons initially employed after July 1, 2013.

Response

We are of the opinion that Senate Bill ◀ 2625 ▶ applies to public employees hired on or after July 1, 2013.

Applicable Law and Discussion

Senate Bill ◀ 2625 ▶ (2013) provides:

From and after July 1, 2013, the state and any county, municipality or any other political subdivision may not employ a person who has been convicted or pled guilty in any court of this state, another state, or in federal court of any felony in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of the person's office or employment or money coming into the person's hands by virtue of the person's office or employment.

The title of ◀ SB 2625 ▶ reads:

An act to create new Section 25-1 -111, Mississippi Code of 1972, to prohibit future hiring of convicted embezzlers for public employment; and for related purposes. (Emphasis added.)

Article 4, Section 71, Mississippi Constitution of 1890, states that "every bill introduced into the legislature shall have a title, and the title ought to indicate clearly the subject-matter or matters of the proposed legislation." The Mississippi Supreme Court has recognized that the title of a bill "may be resorted to as an aid to the ascertainment of the legislative

intent and may serve the purpose of relieving any ambiguity in the body of the act." Lewis v. Simpson et ux., 176 Miss. 123, 167 So. 780 (1936).

In this instance the title of the bill specifically refers to a prohibition on ""future"" hiring of convicted embezzlers for public employment. Based upon this language, we are of the opinion that Senate Bill 2625 is intended to apply to public employees hired on or after July 1, 2013. MS AG Op., *Currier* (July 12, 2013).

Please let us know if this office can be of further assistance.
Sincerely,

Jim Hood
Attorney General

By: Elizabeth S. Bolin
Special Assistant Attorney General

2013 WL 4517455 (Miss.A.G.)

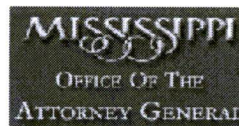
END OF DOCUMENT

◀ Term ▶ ◀ Best Section ▶

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◀ Doc 3 of 100 ▶

Cite List



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Hardy Crunk

From: Robert F. Buchholz <rb@scottrobertsassociates.com>
Sent: Wednesday, September 11, 2013 10:07 AM
To: hardy@madison-co.com
Subject: Scott-Roberts Introduction
Attachments: SRA Service Agreement06 2013.pdf

Dear Mr. Crunk:

Thank you for your inquiry and the opportunity to discuss background screening and Scott-Roberts and Associates.

As we discussed, Scott-Roberts is offering Criminal Report packages that conform to the recent Mississippi state legislation:

Criminal Package 1

National Criminal Database Search

Federal Criminal Search (all districts)

State or County Criminal Search (when conducting a statewide search, a county search in the same state is an unnecessary expense)

Municipal Criminal Search

Cost: \$27.60

5% Package discount (\$1.38)

Total Cost \$26.22*

I would recommend adding a SSN validation to the above package to verify that submitted Names and Addresses coincide with database records.

Criminal Package 2

SSN Validation

National Criminal Database Search

Federal Criminal Search (all districts)

State or County Criminal Search (when conducting a statewide search, a county search in the same state is an unnecessary expense)

Municipal Criminal Search

Cost: \$31.10

5% Package discount (\$1.55)

Total Cost \$29.55*

per name

* Governmental imposed access fees are additional. For example, Mississippi charges a \$5.00 fee to access the criminal record repository.

My business partner, Andrew Scott, and I as retired law enforcement executives recognize the importance of the background screening process to the Client and also to the Applicant. This dual responsibility is the core of our corporate philosophy and it is infused into our daily operations. You can be assured of unsurpassed customer service and extreme attention to detail. I would pleased to present an in person presentation at your offices about background screening in general and the Scott-Roberts online system for order entry, report status and retrieval. There is no charge for this presentation.

Please do not hesitate to contact me with any questions or concerns. I look forward to hearing from you.

With Regards,

Robert Buchholz
President
Scott-Roberts and Associates, LLC
2290 10th Ave N Suite 500
Lake Worth, FL 33461
561-253-6380/888-605-4265
561-253-6381/888-605-4305 (fax)
Skype ID: incosegusa
www.scottrobertsassociates.com

Robert Buchholz
President
Scott-Roberts and Associates, LLC
2290 10th Ave N Suite 500
Lake Worth, FL 33461
561-253-6380/888-605-4265
561-253-6381/888-605-4305 (fax)
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SERVICE AGREEMENT

This Master Services Agreement ("Agreement") is hereby entered into by and between Scott-Roberts and Associates, LLC, a Florida corporation ("Scott-Roberts and Associates, LLC"), located at 2290 10 Ave. N., Lake Worth, FL 33461 and the entity indicated on the last page of this Master Services Agreement ("Client").

Whereas, Scott-Roberts and Associates, LLC has access to consumer information, including information from one or more consumer credit reporting agencies, as well as access to public records; and Whereas, Client has a need for consumer information, in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Employment Purposes") or the Client has a need for consumer information, in connection with the evaluation of individuals for tenant leasing /ownership occupancy ("Tenant/Owner Purposes") and wishes to have Scott-Roberts and Associates, LLC prepare Scott-Roberts and Associates, LLC reports containing information regarding such individuals, as set forth herein ("Consumer Report"); and Whereas, Scott-Roberts and Associates, LLC wishes to supply such Scott-Roberts and Associates, LLC Consumer Reports under the terms and conditions set forth herein; and Whereas, Scott-Roberts and Associates, LLC and Client agree to comply with all applicable state and federal laws regarding the provision and use of consumer information for Employment Purposes or Tenant/Owner Purposes including, but not limited to, the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681 et seq.;

Therefore, in consideration of the terms and conditions set forth herein, the parties agree as follows:

- 1. Services Provided:** Scott-Roberts and Associates, LLC agrees to provide information to Client for Employment Purposes or Tenant/Owner Purposes. Upon appropriate authorization and notice from the consumer, Scott-Roberts and Associates, LLC may provide the following types of information to Client: credit information, motor vehicle records and driver's license information, criminal records, civil court records, worker compensation records, social security verifications, education records, military records, employment verifications and references and other information related to the consumer's character, general reputation, personal characteristics and mode of living.
- 2. Confidentiality:** Except as required by law, Scott-Roberts and Associates, LLC will use its best efforts to maintain the confidentiality of Client's screening requests, and will not divulge the information obtained on Client's behalf, nor the contents of any report prepared on Client's behalf, to any person other than the Client and the subject of the Consumer Report.
- 3. Billing:** Scott-Roberts and Associates, LLC will send an invoice to Client monthly for all services performed. Invoices are due upon receipt. Any payment not received by Scott-Roberts and Associates, LLC within thirty (30) days of invoice date shall be deemed past due. A service and interest charge of 1.5% shall be added to all invoices on the thirty-first day following the invoice date, and each thirty days thereafter. Scott-Roberts and Associates, LLC reserves the right to suspend services due to non-payment. Client acknowledges that if formal collection efforts are required by Scott-Roberts and Associates, LLC to collect unpaid balances from Client, Client will pay reasonable attorney's fees and costs associated with such collection efforts.
- 4. Term:** Upon signature, this Agreement shall continue on a month by month basis, unless amended. Either party may cancel this Agreement at any time, with or without cause, upon written notice to the other. Scott-Roberts and Associates, LLC, at its option, may complete any or all services requested as of the time of cancellation or, may notify Client that it will not complete such services. Client agrees to pay for all services requested by Client prior to cancellation of this Agreement, and which are actually completed by Scott-Roberts and Associates, LLC. Should Client require cancellation of a particular consumer report

after sending report request but before receiving report, Client agrees to pay for all services in process at time of request to cancel. Client recognizes and agrees that violation of the Agreement, including misuse of information obtained pursuant to this Agreement, or violation of any law or regulation, shall be cause for immediate termination of this Agreement and will result in cessation of services hereunder.

5. No Warranty: Scott-Roberts and Associates, LLC agrees to act in good faith to furnish Client with information that is deemed reliable based upon information that is available to Scott-Roberts and Associates, LLC at the time of the request. The information provided by Scott-Roberts and Associates, LLC comes from fallible sources and, consequently, Scott-Roberts and Associates, LLC cannot guarantee the truthfulness, accuracy, timeliness or completeness of information reported from verification sources, and does not guarantee that all information sought by Client can or will be obtained. Client agrees that Scott-Roberts and Associates, LLC sole obligation and Client's exclusive remedy for nonconformity in the services provided to Client shall be, at Scott-Roberts and Associates, LLC's election, re-performance of the allegedly nonconforming activity or refunding to Client the amounts paid by Client for the allegedly nonconforming activity. Client agrees that Scott-Roberts and Associates, LLC shall not be liable to Client for lost profits, business goodwill, direct or indirect, special, consequential or other damages arising out of or in any way connected with Scott-Roberts and Associates, LLC's performance of services under this Agreement, except in cases of willful misconduct or gross negligence. It is understood that Scott-Roberts and Associates, LLC is not acting as legal counsel and no such legal representation has been made in any fashion. All areas of concern should be reviewed by Client's legal counsel prior to action being taken.

6. Liability:

- a) Notwithstanding anything to the contrary, Scott-Roberts and Associates' liability under this agreement for damages under any circumstances for claims of any type or character arising from or related to the screening services will be limited in each instance to the amount of actual damages incurred by Client, provided however, that in no event will Scott-Robert and Associates' aggregate liability hereunder during any calendar year exceed three (3) times the average monthly fee paid by Client to Scott-Roberts Associates for the screening services during such calendar year. **IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES IN CONNECTION WITH THE SCREENING SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- b) Scott-Roberts and Associates and Client will use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the screening services. Nothing in this Agreement is intended to limit either party's obligation to mitigate damages.
- c) Scott-Roberts and Associates shall not be liable for any delay or failure to perform under this Agreement resulting, directly or indirectly, from strike, fire, war, insurrection, riot, power failure or a circumstance beyond Scott-Roberts and Associates' reasonable control. In case of errors or lost data caused by power failure, mechanical difficulties with information storage and retrieval systems, or other events not attributable to its own negligence or willful misconduct, Scott-Roberts and Associates sole obligation will be to use its reasonable efforts to reconstruct any records maintained by Scott-Roberts and Associates and to amend any reports prepared by it which may have been affected by such event, at its own expense.
- d) The parties acknowledge that the fees for the screening services to be provided hereunder reflect the allocation of risk as set forth in this section. This section sets forth the full extent of Scott-Roberts and Associates' liability hereunder for any claim against Scott-Roberts and Associates, and sets forth Client's sole remedies.

7. Duties of Client:

- a) Client certifies that it will use any Consumer Report obtained pursuant to this Agreement solely for Tenant/Owner Purposes or Employment Purposes.
- b) Client certifies that the nature of its business is accurately and fully disclosed herein.
- c) Client certifies that all persons authorized by Client to obtain Consumer Reports on behalf of Client will be informed of their obligations under this Agreement.
- d) Client will restrict access to information contained in any Consumer Report to those employees and agents with a legitimate business reason to receive such information. Client's employees will

be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.

- e) Client certifies that it will not request a Consumer Report, as defined by the FCRA, unless:
 - i) A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a separate document that consists solely of the disclosure that a consumer report may be obtained for Employment Purposes or Tenant/Owner Purposes. Client agrees to use the authorization form provided by Scott-Roberts and Associates, LLC, or provide Scott-Roberts and Associates, LLC with the form used by Client.
 - ii) The consumer has authorized, in writing, the procurement of the Consumer Report. Client agrees to use the authorization form provided by Scott-Roberts and Associates, LLC, or provide Scott-Roberts and Associates, LLC with the form used by Client. Client agrees to provide Scott-Roberts and Associates, LLC with a copy of any signed authorization upon request.
 - iii) Information from the Consumer Report will not be used in violation of any applicable federal or state law or regulation, including, but not limited to, laws related to equal employment or equal housing opportunity.
 - iv) If the report requested is an Investigative Consumer Report, as defined by the FCRA, Client will, within five days of a written request by the consumer, provide to the consumer a complete and accurate written disclosure regarding the nature and scope of the Investigative Consumer Report.
 - v) Client will not seek Consumer Report containing medical information about the consumer unless the consumer specifically consents in writing to the furnishing of the report containing medical information.
- f) Client certifies that before taking adverse action regarding the consumer's current or prospective employment based, in whole or in part, upon information contained in the Consumer Report, it will:
 - i) Provide the consumer with notice that it intends to take adverse action based upon the contents of the Consumer Report. Client agrees to use the notice form provided by Scott-Roberts and Associates, LLC, or provide Scott-Roberts and Associates, LLC with the form used by Client.
 - ii) Provide the consumer with a copy of the Consumer Report.
 - iii) Provide the consumer with a copy of the Federal Trade Commission's publication entitled: "A Summary of Your Rights Under the Fair Credit reporting Act." A copy of this Summary shall be supplied by Scott-Roberts and Associates, LLC with each Consumer Report.
 - iv) Provide the consumer with ample time to dispute any information contained in the Consumer Report prior to taking adverse action.
- g) Client certifies the following: Upon taking any adverse action, it will:
 - i) Provide to the consumer a "Notice of Adverse Action" including the name, address and phone number of Scott-Roberts and Associates, LLC. Client agrees to use the notice form provided by Scott-Roberts and Associates, LLC, or provide Scott-Roberts and Associates, LLC with the form used by Client.
 - ii) A statement that Scott-Roberts and Associates, LLC did not make the decision to take the adverse action and is not able to give the consumer reasons for the adverse action, and
 - iii) A notice of the individual's right to dispute the accuracy of any information contained in said report directly with Scott-Roberts and Associates, LLC.
 - iv) A notice of the consumer's right to obtain an additional free copy of the Consumer Report upon request within 60 days of the Notice of Adverse Action.
- h) Client certifies that it will not use information obtained through Scott-Roberts and Associates, LLC for any purpose prohibited by state or federal law.
- i) Client certifies that it will hold the information obtained through Scott-Roberts and Associates, LLC in strictest confidence, and will not disclose, sell or disseminate such information to third parties or otherwise use such information in a manner that is inconsistent with the representations contained herein.

8. E-Services: Client agrees that, upon request, Scott-Roberts and Associates, LLC will grant access to services through the use of a secure Internet connection. In order to protect against the unauthorized access and improper use of consumer information, Client agrees that:

- a) It shall designate a Principle Account User, who shall sign this Agreement.

- b) Only persons who have signed an End-User Agreement shall have access to Client's subscriber ID Number or Username information.
- c) Each End-User will have his or her own password. Client shall promptly notify Scott-Roberts and Associates, LLC of any change in employment status or other reason to restrict access to any End-User.
- d) Client shall be solely liable for any misuse of information by its End-Users.

9. Duties of Scott-Roberts and Associates, LLC: Scott-Roberts and Associates, LLC agrees that:

- a) It will, to the best of its ability, supply accurate information in a timely manner.
- b) It will only provide such information as Client is entitled to receive under federal and state laws and regulations.
- c) It will, to the best of its ability, comply with all federal and state laws and regulations regarding the provision of Consumer Reports, including the provision of notices required by such laws.
- d) It will maintain strict procedures designed to insure that whenever public information which is likely to have an adverse effect on a consumer's ability to obtain employment is reported, it is complete and up to date.
- e) It will maintain a record of the purpose for which any Consumer Report is sought.
- f) It will retain the Consumer Report for three years from the date the report is provided to the Client.

10. Proprietary Rights and Confidentiality: Client hereby acknowledges and agrees that Scott-Roberts and Associates, LLC's methods, means and processes for collecting, decoding, assembling, assessing and conveying its services constitute proprietary information. Client hereby agrees to exercise due and reasonable care in protecting Scott-Roberts and Associates, LLC's confidential information from unauthorized use or disclosure.

11. Entire Agreement: The parties hereto agree that this Agreement, and all attachments and appendices hereto, constitute the entire Agreement of the parties regarding the subjects contained herein and supersedes any prior agreements, whether written or oral. This Agreement may only be amended by a written agreement, signed by both parties. This Agreement shall be governed by the laws of the State of Florida, including all choice of law rules.

12. Severability: The unenforceability, invalidity or illegality of any provision hereof shall not render the other provisions unenforceable, invalid, or illegal, and such illegal, invalid or unenforceable provision shall be deemed severed herefrom and of no effect.

N/A **13. Tenant/Owner Purposes (If Applicable):** End User is a _____ and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C § 1681 et Seq.) including, without limitation, all amendments thereto ("FCRA"). The End Users certifies its permissible purpose as:

- In Connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
- In Connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer have been obtained; or
- In connection with a tenant screening application involving the consumer; or
- In accordance with the written construction of the consumer; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer ;or

- As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or pre payment risks.
- End User Certifies that end user shall use the consumer reports; (a) solely for the subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, where alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by the End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
- End User will maintain copies of all written authorizations for a minimum of (5) years from date of inquiry
- 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.
- End User shall use consumer report only for one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from Experian or as explicitly otherwise authorized in advance and in writing by Experian through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

N/A 14. **Employment Purposes (If Applicable):** End User is a _____ and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").

End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.

End User certifies that it will not request a Consumer Report for Employment Purposes unless:

- A) A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
- B) The Consumer has authorized in writing the procurement of the reports; and
- C) Information from the Consumer Report for Employment Purpose will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:

- a) A copy of the Consumer Report for Employment Purposes; and
- b) A copy of the consumers' rights, in the format approved by the Federal Trade Commission.

End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

End Use will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

15. End User Responsibilities for Scores:

- End User will request scores only for End User's exclusive use. End User may store scores solely for End User's own use in furtherance of End User's original purpose for obtaining the scores. End User 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 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 End User with a need to know and in the course of their employment. (ii) to those third party processing agents of End User who have executed an agreement that limits the use of the scores by the third party to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes to the consumer who is the subject of the score; or (iv) as required by law.

16. By signing this agreement you agree to adhere to the guidelines noted in the Addendum titled "Access Security Requirements for Resellers of FCRA and GLB 5A Data."

With just cause, such a violation of the end terms of End User's contract of a legal requirement, or a material change in existing legal requirement that adversely affects End User's Agreement, Reseller may, upon its selection, discontinue the End User's access to consumer reports and cancel the agreement immediately.



I have read and understand the foregoing terms and conditions and agree to its terms:

CLIENT:

SCOTT-ROBERTS AND ASSOCIATES, LLC:

Authorized Agent of Client

Title Date

Robert Buchholz or Andrew Scott

Date

Client Information and Certification

Madison County, Mississippi 601-428-0587 601-859-5875
Organization Name Telephone Fax
Hardy Creval Purchase Clerk 601-855-5503 hardy@madison-co.com
Primary Contact Title Telephone E-mail
146 West Center Street Canton, MS 39046
Street Address City, State, ZIP
Madison-co.com 64-6000-658
Company Website URL EIN#
County Government Comply with state law
Nature of Business: Purpose of Reports:

The Following persons are authorized to access the account:

Contact: _____
Contact: _____